



WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
Walled Lake, Michigan

AGENDA
Regular Meeting of the Board of Education
October 9, 2025

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**

Tamara Oglesby-Baker and Rachel Garmen

4. **TEXTBOOK RECOMMENDATION - U.S. HISTORY**

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The current U.S. History textbook, *The American Vision: Modern Times*, Glencoe/McGraw Hill, 2010, no longer aligns with the 2019 Michigan Department of Education Social Studies Standards, the C3 Framework Arc of Inquiry, or the instructional and digital resource needs of today's students. After reviewing multiple updated options, the committee recommends adopting ***United States History: Modern Times***, McGraw Hill, 2023. This text provides stronger alignment to state and national standards, embeds primary sources, offers a balance of print and digital resources, includes diverse perspectives, and supports both differentiation and instructional flexibility, ensuring students receive a relevant and rigorous history curriculum. This purchase was budgeted for in the 2025-2026 school budget and will be paid from the general fund in the amount of \$107,000.00. This process has been endorsed by Administration and a motion for approval of the textbook adoption will be presented at the November 6, 2025, meeting.

5. **PUBLIC COMMENTARY**

6. **ADMINISTRATIVE COMMENTARY**

7. **BOARD COMMENTARY**

8. **CONSENT AGENDA**

a. Approval of Minutes

1) Proposed September 4, 2025, Special Meeting - Closed Session

2) Proposed September 4, 2025, Regular Meeting

b. Personnel Recommendations

1) New Hires

2) Retirements

3) Resignations

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c. Financial Reports - July 2025

13

Disbursements in the amount of \$21,475,355

Balance Sheet and Statement of Revenues and Expenditures - Unaudited, and
Investment Schedule

- d. Head Start Director's Report 18
- 9. **ADMINISTRATIVE APPOINTMENT**
- 10. **DISTRICT ANNUAL REPORT**
 Dr. Michael Lonze, Superintendent, will share the 2024/2025 District Annual Report.
- 11. **PURCHASES (Over \$50,000)**
 - a. Edgenuity Online Courseware, Imagine Learning, Annual Renewal, \$98,184.75 – Grant and General Fund 19
 Imagine Learning/Edgenuity provides licenses to access virtual courses that are used in Walled Lake Consolidated Schools that support digital content for grades 6-12. The digital content supports MS and HS content for math, ELA, science, social studies, electives, AP, world languages and Virtual Tutors. The courseware is used broadly across our system not only for summer school but also for flex classes (credit recovery, initial credit, and grade improvement). This annual renewal of \$98,184.75 will be paid for from grant funding and from the general fund.
 - b. Mechanical Systems Services Contract, 3-Year Agreement, \$165,246.00 - General Fund 21
 The District recommends entering into a planned service agreement with Johnson Controls, Inc. (JCI) to ensure ongoing reliability and proper maintenance of the District's mechanical systems. All District buildings rely on JCI systems for infrastructure, including HVAC equipment, lighting, and other miscellaneous equipment. Maintaining these systems is critical for comfort and efficiency. The agreement offers priority response times, preferred labor rates, parts discounts, and ongoing training for in-house staff. JCI has a working history with the District, as well as an understanding of our systems. This agreement will allow interaction between JCI and our maintenance team, improving troubleshooting and repairs. The three-year cost, totaling \$165,246.00, aligns with what we have spent previously, but includes added value through improved support, savings and training.
 - c. Snow Removal Services Contract, One Year Amendment - General Fund 41
 The District seeks to establish a one-year extension of the contract with Progressive Irrigation, Inc. (Progressive) to provide snowplowing services, as needed, for the District. The District entered into the initial contract with Progressive with a three-year term in 2021. In December 2022, the agreement was amended for the first time to update the fee structure and extend the contract for an additional year. The proposed second amendment would extend the agreement to cover the 2025-26 winter season with no increase in the fee structure from the amendment. In the initial bidding process for this service, Progressive was the only bidder that submitted a bid for this unique service. The District has been satisfied with the service provided and considers the fee structure to be competitive. The cost of the services will fluctuate based on weather conditions.
- 12. **BID AWARDS (Over \$50,000)**
 - a. New Wixom Elementary, Trade Bid Awards, \$38,030,888.13 - 2024 Bond Fund 43
 Walled Lake Consolidated School District solicited and received bids for the 2024 Bond Projects New Wixom Elementary School. Based on review of the bids, conducted in conjunction with the District's consultants, the Project Team is recommending approval of the award recommendations totaling \$38,030,888.13. The award of contracts are based on the lowest responsive complete bid and are identified in the provided schedule.
- 13. **PARENT ADVISORY COMMITTEE BOARD REPRESENTATIVE**
 The Oakland Schools plan for the delivery of special education programs and services specifies that each district appoints two parents to serve on the Oakland Schools' Special Education Parent Advisory Committee for a three-year term. Due to a recent resignation, Denise Dunn has agreed to be a representative on the Oakland Schools' Parent Advisory Committee for the remainder of the term ending in June 2026.

- 14. PROCLAMATION: SAFE SCHOOLS WEEK - OCTOBER 20-24, 2025 82**
 Providing a safe and secure school environment for our students is of the utmost importance for all schools. Students learn best and are most likely to achieve their full potential in safe and orderly classrooms. The safest schools are those in which the school climate reflects and promotes values of trust, respect, appreciation for diversity, and open channels of communication between staff and students. The Safe Schools Week (October 20-24) is a week-long campaign to raise awareness on effective ways to prevent or reduce violence in our schools.
- 15. PROCLAMATION: PRINCIPALS' MONTH - OCTOBER 2025 83**
 The American Federation of School Administrators (AFSA), the National Association of Elementary School Principals (NAESP) and the National Association of Secondary School Principals (NASSP) have proclaimed the month of October 2025 as National Principals Month. This dedicated group of educators richly deserves recognition for their commitment to the education of ALL children. We are proud to recognize our Principals for their devotion to student achievement and dedication to overseeing the countless facets of education for our Walled Lake Schools children.
- 16. RESOLUTION IN SUPPORT OF GUN SAFETY & SAFE FIREARM STORAGE 84**
- 17. BOARD POLICY REVIEW 85**
 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 special Board meeting on October 23, 2025. The updated policies are in alignment with the current law.
- 18. BOARD POLICY ADMINISTRATIVE REGULATIONS UPDATE - 4000 AR 88**
 4000-AR Central Office and Building Administrators form has been updated to reflect administrative changes in the District. This is being provided as an informational item prior to the Board Policy Manual website update and notification.
- 19. 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.

**Textbook Recommendation for US History
Budgeted for 2025-2026**

I. Current Text and Reasons for Update

Appleby, Brinkley, Broussard, McPherson, Ritchie. *The American Vision: Modern Times*, Glencoe/McGraw Hill, © 2010

Criteria used to eliminate current text:

- does not align with 2019 MDE Social Studies Standards
- does not align with the C3 Framework Arc of Inquiry
- does not provide instructional resources that meet students' needs
- does not provide digital resources

II. Criteria Established for the Updated Textbook

Three texts were examined based on the following criteria:

- Aligned to the updated Michigan content state standards as well as NCSS Standards
- Consistent with the C3 Arc of Inquiry Framework which includes historical analysis through inquiry
- Provides disciplinary literacy and communication skill development
- Available in print and digital formats including supplemental materials
- Digital formats integrate with Walled Lake CMS, user-friendly and flexible
- Provides primary sources and other instructional materials used in the course for individual use inside and outside of the classroom
- Access to support materials for the course, including scholarly, engaging, college-level works that correspond with course topics; standard reference works such as encyclopedias, atlases, and historical documents
- A variety of instructional strategies and perspectives
- Accurate readability as well as differentiation and scaffolding opportunities
- Cultural and gender representation
- Recent copyright

III. List of Textbooks Reviewed

Berry, Broussard, Glover, McPherson, Ritchie. *United States History: Modern Times*, McGraw Hill, © 2023

Frey, Bergez, Joseph. *History Alive! Pursuing American Ideals*, Teachers Curriculum Institute, © 2024

Lapsansky-Werner, Levy, Roberts, Taylor. *U.S. History Interactive*, Savvas, © 2022

IV. Reasons for Eliminating Texts

Lapsansky-Werner, Levy, Roberts, Taylor. *U.S. History Interactive*, Savvas, © 2022

- Teacher tools and online presence vast and complicated.
- Integration with CMS limits teacher flexibility.
- Scaffolding for varying abilities limited.

Frey, Bergez, Joseph. *History Alive! Pursuing American Ideals*, Teachers Curriculum Institute, © 2024

- Limited options for differentiation.
- Organization fluency limited.
- Online presence limited in depth.
- Not enough content for a full year course.

V. Committee Recommendation

Based on the results of the detailed examination of the textbooks and online platform, the committee recommends that the following textbook be purchased for use in US History:

Berry, Broussard, Glover, McPherson, Ritchie. *United States History: Modern Times*, McGraw Hill, © 2023

This text was found to:

- align with updated Michigan content standards, including current US history.
- promote a variety of engaging instructional strategies and differentiation options.
- primary sources are embedded in textbook
- provide appropriate readability and relevance.
- present material in a clear and accurate manner that is not overwhelming for students.
- provide teachers the ability to view/analyze data for immediate feedback.
- have increased cultural and gender representation.
- include supplemental materials both online and mobile.
- include critical components that meet criteria for adoption.
- be user-friendly for both teacher and student, as this is an updated version of the current textbook.

VI. Committee Members

Timothy Moore, Walled Lake Northern

Kari Lopez, Walled Lake Northern

Anthony Jankowski, Walled Lake Central

Matt McCarthy, Walled Lake Western

Michelle Black, ESC, ELA/SS Curriculum Coordinator

VII. Cost

\$107,000.00 [US History Modern Times 6 Year Quote 2025](#)



Because learning changes everything.®

QUOTE PREPARED FOR:

Walled Lake Cons Schools
850 LADD RD BLDG D
WALLED LAKE, MI 48390
ACCOUNT NUMBER: 276834

SUBSCRIPTION/DIGITAL CONTACT:

Michelle Black

CONTACT:

Michelle Black

SALES REP INFORMATION:

Kevin Clark
kevin.clark@mheducation.com
(313) 655-6319

Section Summary	Value of All Materials	Free Materials	Product Subtotal
High School: United States History, Modern Times © 2023 (6 year)	\$117,646.98	(\$12,572.28)	\$105,074.70
Professional Development	\$3,000.00	(\$3,000.00)	\$0.00
PRODUCT TOTAL*	\$120,646.98	(\$15,572.28)	\$105,074.70
ESTIMATED S&H**			\$1,925.30
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$107,000.00

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 09/05/2025

ACCOUNT NAME: Walled Lake Cons Schools

EXPIRATION DATE: 12/04/2025

QUOTE NUMBER: KCLARK-09052025092003-001

ACCOUNT #: 276834

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
High School: United States History, Modern Times © 2023 (6 year)					
UNITED STATES HISTORY MODERN TIMES STUDENT BUNDLE 6 YEAR SUBSCRIPTION Includes: Hardcover Student Edition, 6 Year Student Digital License	978-1-26-521841-6	480	\$138.87	\$0.00	\$66,657.60
US HISTORY MODERN TIMES STUDENT BUNDLE WITH ACTIVELY LEARN SOC STUDIES 6YR SUB Includes: Hardcover Student Edition, 6 Year Student Digital License & 6 Year Actively Learn	978-1-26-656780-3	0	\$162.03	\$0.00	\$0.00
Digital Only UNITED STATES HISTORY MODERN TIMES STUDENT DIGITAL LICENSE 6 YEAR SUBSCRIPTION	978-1-26-496769-8	370	\$103.83	\$0.00	\$38,417.10
Digital Only US HISTORY MODERN TIMES DIGITAL STDNT BND WACTIVELY LEARN SOCIAL STUDIES 6YR SUB 6 Year Student Digital License & 6 Year Actively Learn	978-1-26-460218-6	0	\$123.30	\$0.00	\$0.00
UNITED STATES HISTORY MODERN TIMES INQUIRY JOURNAL	978-1-26-496669-1	0	\$29.76	\$0.00	\$0.00
Teacher Materials					
UNITED STATES HISTORY MODERN TIMES TEACHER EDITION	978-1-26-495125-3	21	\$165.33	\$3,471.93	*Free Materials
Digital Only UNITED STATES HISTORY MODERN TIMES TEACHER DIGITAL LICENSE 6 YEAR SUBSCRIPTION	978-1-26-496802-2	21	\$337.44	\$7,086.24	*Free Materials
UNITED STATES HISTORY MODERN TIMES INQUIRY JOURNAL	978-1-26-496669-1	21	\$29.76	\$624.96	*Free Materials
UNITED STATES HISTORY MODERN TIMES INQUIRY JOURNAL TEACHERS GUIDE	978-1-26-560868-2	21	\$36.39	\$764.19	*Free Materials
UNITED STATES HISTORY MODERN TIMES TOPIC TESTS AND LESSON QUIZZES	978-1-26-496821-3	21	\$29.76	\$624.96	*Free Materials

Teacher Materials Subtotal: \$12,572.28 \$0.00

High School: United States History, Modern Times © 2023 (6 year) Subtotal: \$12,572.28 \$105,074.70

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Professional Development					
PROF LRN HALF-DAY ONLINE TRAINING 2 HOUR SESSION GRADES 6-12 SOCIAL STUDIES	978-1-26-422117-2	2	\$1,500.00	\$3,000.00	*Free Materials
Professional Development Subtotal:				\$3,000.00	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

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McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
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VALUE OF ALL MATERIALS	\$120,646.98
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SUBSCRIPTION/DIGITAL CONTACT:

Michelle Black

Comments:

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
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**Consent Agenda – October 9, 2025
Personnel Recommendations**

New Hires

Kari Atkins

1.0 Kindergarten
Pleasant Lake Elementary
Effective 9/29/2025

Yevgeniya Johnson

0.6 Speech Language Pathologist
Meadowbrook Elementary
Effective 9/22/2025

Gina Tillinger

1.0 Resource Room
Wixom Elementary
Effective 9/22/2025

Montrisha Wyatt

1.0 Social Worker
Loon Lake Elementary
Effective 9/15/2025

**Consent Agenda – October 9, 2025
Personnel Recommendations**

Retirements

Robert Vogt
1.0 Physical Education
Glengary Elementary
Effective 10/3/2025

Consent Agenda – October 9, 2025
Personnel Recommendations

Resignations

Victoria Barbieri

1.0 Teacher Consultant
Keith, Oakley Park, Loon Lake Elementary
Effective 9/22/2025

Kevin McAllister

1.0 Resource Room
Meadowbrook Elementary
Effective 9/5/2025

Courtney Skinner

1.0 Art Teacher
Mary Helen Guest and Walled Lake Elementary
Effective 9/19/2025



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
GENERAL FUND BALANCE SHEET - Unaudited
JULY 31, 2025**

ASSETS

Cash and Investments	\$ 45,778,787
Accounts Receivable	13,988,260
Inventories	24,000
Prepaid Costs	<u>137,136</u>
TOTAL ASSETS	<u><u>\$ 59,928,183</u></u>

LIABILITIES

Accounts Payable	\$ 581,214
Accrued Payroll Liabilities	9,587,855
Deferred Revenue and Other Liabilities	6,859,589
Interfund Payables	<u>7,110,135</u>
TOTAL LIABILITIES	24,138,793

FUND BALANCE

Prior Year Ending Fund Balance	37,821,379
Current revenues over/(under) expenditures	<u>(2,031,989)</u>
TOTAL FUND BALANCE	<u>35,789,390</u>
TOTAL LIABILITIES & FUND BALANCE	<u><u>\$ 59,928,183</u></u>



WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
GENERAL FUND STATEMENT OF REVENUE AND EXPENDITURES - Unaudited
JULY 1, 2025 to JULY 31, 2025

	UNAUDITED ACTUAL JUNE 30, 2025	ORIGINAL BUDGET	YEAR-TO-DATE ACTUAL	% of Budget
REVENUE				
LOCAL SOURCES				
Property Taxes	\$ 38,062,263	\$ 37,790,900	\$ 1,609,734	4%
Tuition and Fees	92,595	39,500	976	2%
Interest Earnings	1,473,738	1,120,000	115,341	10%
Other Local Revenue	4,538,218	3,837,650	66,319	2%
Total Local Sources	44,166,814	42,788,050	1,792,370	4%
STATE SOURCES	128,022,025	118,274,517	75,646	0%
FEDERAL SOURCES	6,492,529	6,293,965	-	0%
INTERDISTRICT SOURCES	16,598,569	17,132,514	-	0%
TOTAL REVENUE	\$ 195,279,937	\$ 184,489,046	\$ 1,868,016	1%
EXPENDITURES				
INSTRUCTION				
Basic Programs				
Elementary Programs	\$ 39,801,857	\$ 40,883,134	\$ 139,397	0%
Middle School Programs	17,288,245	17,613,402	11,500	0%
High School Programs	21,519,934	22,263,234	2,679	0%
Other Basic Programs	1,557,518	1,652,621	11,625	1%
Total Basic Programs	80,167,554	82,412,391	165,201	0%
Added Needs				
Special Education	27,172,419	30,878,544	5,987	0%
Compensatory Education	6,808,721	7,194,896	16,161	0%
Vocational Programs	970,164	1,035,590	952	0%
Total Added Needs	34,951,304	39,109,030	23,100	0%
Adult and Continuing Education	93,144	212,239	-	0%
TOTAL INSTRUCTION	115,212,002	121,733,660	188,301	0%
SUPPORTING SERVICES				
Pupil Support	19,323,674	20,578,839	28,892	0%
Instructional Support	8,520,251	8,983,298	269,729	3%
General Administration	942,328	1,068,177	72,483	7%
School Administration	9,981,863	10,150,071	629,507	6%
Business Services	2,551,277	2,667,167	276,300	10%
Operations & Maintenance	15,966,250	15,804,087	1,539,751	10%
Transportation	6,942,424	7,769,942	68,403	1%
Central Support Services	5,513,405	6,053,767	625,019	10%
Athletics	2,406,591	2,611,010	95,054	4%
TOTAL SUPPORTING SERVICES	72,148,063	75,686,358	3,605,138	5%
COMMUNITY SERVICES/OTHER				
Community Services	283,881	353,351	10,159	3%
Non-voted Debt Service and Leases	1,080,119	1,151,028	96,407	8%
Transfer to Other Funds	78	100	-	0%
TOTAL COMMUNITY SERVICES/OTHER	1,364,078	1,504,479	106,566	7%
TOTAL EXPENDITURES	\$ 188,724,143	\$ 198,924,497	\$ 3,900,005	2%
NET CHANGE IN FUND BALANCE	6,555,794	(14,435,451)	(2,031,989)	
BEGINNING FUND BALANCE	31,265,585	37,821,379		
ENDING FUND BALANCE	\$ 37,821,379	\$ 23,385,928		



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
NOTES TO STATEMENT OF REVENUE & EXPENDITURES
JULY 1, 2025 to JULY 31, 2025**

REVENUE

- 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 2025/2026 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%.
- Business Services, Operations and Maintenance, and Central Support Services expenditures include annual insurance premiums and software costs that are paid at the beginning of the fiscal year. As a result, these functions appear ahead of budget. Overall balances are consistent with expectations for this point in the year.



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
DISBURSEMENTS
MONTH ENDING JULY 31, 2025**

FUND	PAYROLL	ACCOUNTS PAYABLE	TOTAL
General Fund	\$ 10,439,527	\$ 3,143,773	\$ 13,583,300
Athletics	26,935	38,458	65,393
Student Activity Funds	-	16,576	16,576
Food Service Funds	84,038	17,512	101,550
Federal Funds	414,153	4,786	418,939
Capital Project Funds	-	7,071,481	7,071,481
Special Revenue Funds	191,335	26,281	217,616
Debt Service Funds	-	500	500
	<u>\$ 11,155,988</u>	<u>\$ 10,319,367</u>	<u>\$ 21,475,355</u>



**WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
INVESTMENT HOLDINGS AS OF JULY 31, 2025**

	WEIGHTED AVERAGE MATURITY	MARKET VALUE
GENERAL FUND		
MILAF Cash Management Money Market Fund	n/a	\$ 1,178,226
MILAF Cash Management MAX Class Money Market	n/a	15,131,754
Michigan CLASS Money Market Fund	n/a	11,330,710
GENERAL FUND TOTAL		27,640,690
DEBT FUNDS		
MILAF Cash Management MAX Class Money Market	n/a	16,844,827
Premium Commercial Money Market	n/a	681,981
DEBT FUNDS TOTAL		17,526,808
CAPITAL PROJECTS		
MILAF Cash Management Money Market Fund	n/a	11,182,291
MILAF Cash Management MAX Class Money Market	n/a	78,827,521
MILAF Term Investment pool	.64 months	11,415,000
Commercial Paper	1.43 months	7,212,215
U.S. Treasury Bonds/Notes	8.70 months	26,593,197
Premium Commercial Money Market	n/a	7,433,632
CAPITAL PROJECT FUNDS TOTAL		142,663,856
TOTAL INVESTMENTS		\$ 187,831,354

Head Start Director's Report

September 26, 2025

Enrollment: We currently have 16 students, (7 males, 9 females) enrolled. Average Daily Attendance will be calculated at the end of September.

Education: Classrooms are hoping to participate in visits from the local librarian this school year.

Disabilities: There are currently 3 enrolled children who received services in the month of September

Home visits: 16 Home visits have been completed.

Staffing Training: Staff received training for Special Education and Nonviolent Crisis Intervention.

Staffing: No new staff this school year

Outreach: We are advertising our Head Start program throughout the district and surrounding areas

Enrollment: The enrollment process for the 25-26 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 are reaching out to families regarding our volunteer opportunities this school year.

Respectfully Submitted,

Sarah Davey



Price Quote

100 S. Mill Ave
 Suite 1700
 Tempe, AZ 85281
 877-725-4257

Date 9/4/2025
Quote No. Q-176239
Acct. No. 12216231
Total 98,184.75
Pricing Expires 02/01/2026

Walled Lake Consolidated School District
 850 Ladd Road Building D
 Walled Lake MI 48390
 United States

Payment Term	Contract Start	Contract End
Net 30	10/1/2025	9/30/2026

Site	Description	Comments	End Date	Qty
Walled Lake Consolidated Schools	Edgenuity Academic Integrity		09/30/2026	1
	Edgenuity 6-12 Comprehensive Concurrent User		09/30/2026	155
	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Concurrent User	No student enrollment strictly for customization of content	09/30/2026	1

Subtotal 98,184.75
Tax Total 0.00
Total 98,184.75

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

**Walled Lake Consolidated
School District**

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

Imagine Learning Representative

Amy Jarvis
Account Executive -
amy.jarvis@imaginelearning.com
imaginethefutureoflearning.com

Johnson Controls planned service proposal

Prepared for WALLED LAKE CONSOLIDATED SCHOOLS

Customer
WALLED LAKE CONSOLIDATED SCHOOLS

Local Johnson Controls Office
31831 SHERMAN AVE
MADISON HEIGHTS, MI 48071-5606

Agreement Start Date:
10/01/2025

Proposal Date
09/25/2025

Estimate No:
1-1QHZC5LY



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for WALLED LAKE CONSOLIDATED SCHOOLS

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 10/01/2025 and ending 09/31/2028.
- The agreement price for first year is \$51,400.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

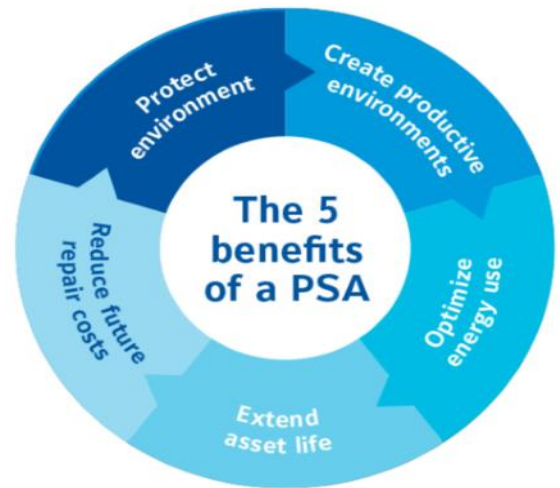
Luke Mills
Account Executive
Johnson Controls
248-410-7772
Lucas.r.mills@jci.com

The power behind **your mission**

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



- 1. Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

- 2. Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

- 3. Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

- 4. Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

- 5. Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : WALLED LAKE CONSOLIDATED SCHOOLS
Address: **850 Ladd Road, Building D, Walled Lake, MI 48390**
Proposal Date: 09/25/2025
Estimate #: 1-1QHZC5LY

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 09/01/2025 and will continue until 08/31/2028 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$51,400.00. This amount will be paid to JCI in advance in Quarterly installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due Net 30. Renewal price adjustments are set forth in the Terms and Conditions. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Invoices will be sent to the following location: **Walled Lake Schools Operations**
46740 W. Pontiac Trail
Commerce Township, MI 48390

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- No: This signed contract satisfies requirement
- YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- YES: E-mail address to be used :
- No: Please submit invoices via mail
- No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS INC.

WALLED LAKE CONSOLIDATED SCHOOLS

JCI Manager:

Customer Manager:

JCI Manager Signature:

Customer Manager Signature:

Title:

Date:

Title:

Date:

JCI Branch: **JOHNSON CONTROLS DETROIT MI CB - 0N16**
 Address: **31831 SHERMAN AVE**

MADISON HEIGHTS, MI 48071-5606

Branch Phone: **(866) 866-0888**

Branch Email:

Schedule A - Equipment List

Walled Lake Consolidated Schools. -All school district buildings.	850 Ladd Road, Building D Walled Lake, MI 48390
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Product: Block Hours - Controls

Quantity: 1 Coverage Level: Basic	Services Provided 24 8 Hr. Controls Visits. Visits will be executed on a bi-monthly basis by Senior Controls Technicians. Visits will be customer directed with regular preventative maintenance.
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Equipment tasking

Block Hours - Controls

Preventive Maintenance Check with appropriate customer representative for operational deficiencies
 Perform scheduled block hour tasks
 Complete any required maintenance checklists, report observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year 1	\$ 51,400.00	Quarterly
Year 2	\$ 54,998.00	Quarterly
Year 3	\$ 58,848.00	Quarterly
Total	\$165,246.00	

Special Additions and Exceptions

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

Labor Discount: 20%

JCI Parts Discount: 15%

3rd Party Part Discount: 15%

Baltimore Part Discount: 15%

**TERMS AND CONDITIONS
DEFINITIONS (REV 1/25)**

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

Johnson Controls **Planned Service Proposal**

Prepared for WALLED LAKE CONSOLIDATED SCHOOLS

the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes are waived unless identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Work performed on a time and material basis shall be at the then-prevailing JCI rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer shall provide financial

information requested by JCI to verify Customer's ability to pay for goods or Services. If Customer fails to provide financial information or if JCI, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and charge Customer actual costs, plus a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least sixty (60) days prior to the start of the Renewal Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. If this Agreement extends beyond one year, Johnson Controls may increase prices upon notice to the Customer.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
 - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If Company prevails in any collection action, Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. TERM AND TERMINATION

1. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. The Initial Term of this Agreement is three (3) years. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless the Customer or JCI gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI. No Purchase Order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a Purchase Order.

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

4. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

7. In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or

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other commodities, if required to perform work required by this Agreement, Customer hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty.

8. JCI may terminate this Agreement and discontinue any Service(s), if JCI's central monitoring center ("CMC") or remote operations center or either of their respective systems is substantially damaged by fire or catastrophe or if JCI is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, JCI's CMC or the Municipal Fire or Police Department or other first responder. If Customer fails to maintain any required licenses or permits, JCI shall not be responsible for performing the services and may terminate the services without notice to Customer. JCI may terminate the services immediately upon notice to the Customer if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

9. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. For termination prior to the end of the Term, Customer agrees to pay JCI, in addition to any outstanding fees and charges for service(s) rendered prior to termination, 50% of the charges for services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide JCI with reasonable access to the premises to remove any JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other

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aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. PRIVACY

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

**ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS**

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or

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participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will detect or prevent the events they are intended to help detect or prevent including any burglary, holdup, fire or otherwise ("Detection Events"), or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to Customer's person or property, or the property of others, if such an event occurs. Neither JCI nor its suppliers shall have any liability for loss, damage or injury due directly or indirectly to Detection Events, or the consequences therefrom. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose **NOTWITHSTANDING THE FOREGOING, IF JOHNSON CONTROLS SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO AN ACT OR OMISSION BY JOHNSON CONTROLS OR A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, ITS LIABILITY WILL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY. THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, AND REGARDLESS OF LEGAL THEORY, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY OR FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT. IF ANY THIRD PARTY, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES A CLAIM OR FILES A LAWSUIT AGAINST JOHNSON CONTROLS IN ANY WAY RELATING TO THE EQUIPMENT OR SERVICES, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS JOHNSON CONTROLS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE

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UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE
In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]

SECOND AMENDMENT TO
SNOW PLOWING AND REMOVAL SERVICES CONTRACT

THIS SECOND AMENDMENT TO SNOW PLOWING AND REMOVAL SERVICES CONTRACT (the “Second Amendment”) is made and entered into as of October 15, 2025 (“Effective Date”), by and between **WALLED LAKE CONSOLIDATED SCHOOLS**, a Michigan general powers school district, whose address is 850 Ladd Road, Building D, Walled Lake, Michigan, 48390 (“School District”), and **PROGRESSIVE IRRIGATION, INC.**, a Michigan corporation, whose address is 4584 Clawson Tank Dr., Clarkston, Michigan 48346 (“Contractor”).

RECITALS

WHEREAS, the School District and the Contractor entered into the Original Agreement dated October 13, 2021 (“Original Agreement”) for certain services more fully described therein;

WHEREAS, the School District and the Contractor executed a First Amendment to the Snow Plowing and Removal Services Contract dated December 1, 2022, which extended the term of the Original Agreement and modified the Contractor’s compensation; and

WHEREAS, the School District and the Contractor desire to further amend the Agreement (as defined below) to extend the term for the 2025-2026 snow removal season on the same terms and conditions, including pricing, as currently in effect.

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

1. **AGREEMENT.** The Original Agreement and the First Amendment are incorporated herein by reference and, together with this Second Amendment, shall be collectively referred to as the “Agreement.”
2. **EXTENSION OF TERM.** The term of the Agreement is hereby extended for the period beginning October 15, 2025 and ending April 30, 2026 (the “Extended Term”).
3. **PRICING.** The Agreement shall continue at the same pricing as set forth in the First Amendment, with no increases during the extended term.
4. **NO OTHER CHANGES.** Except as expressly amended by this Second Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment for Snow Plowing and Removal Services Contract between School District and Contractor to be executed as of the Effective Date.

**SCHOOL DISTRICT:
WALLED LAKE CONSOLIDATED
SCHOOLS**

**CONTRACTOR:
PROGRESSIVE IRRIGATION, INC.**

BY: _____

BY: _____

ITS: _____

ITS: _____

September 29, 2025

Dr. Michael Lonze
Superintendent of Schools
Walled Lake Consolidated School District
850 Ladd Road
Walled Lake, MI 48390

RE: WLCSD 2024 Bond Program
Contract Award Recommendations for The New Wixom Elementary School

Dear Dr. Lonze,

This letter transmits an update from Plante Moran Realpoint (PMR) as it relates to the assignment to assist and advise the Walled Lake Consolidated School District (WLCSD) in the procurement of proposals for The New Wixom Elementary School (Project). This update represents the mutual efforts of Auch Construction, TMP Architecture, PMR, and WLCSD Administration, (The Project Team) to present a framework to identify, evaluate and recommend these awards.

SELECTION PROCESS

On September 16, 2025 proposals were received for the above-mentioned project. Following receipt of proposals post bid interviews were conducted with multiple trade contractors to evaluate their proposals and ensure proposals were complete and adhered to the requirements set forth within the bid documents.

RECOMMENDATION

The Project Team recommends the Board of Education approves to enter into Standard Forms of Agreements Between Owner and Contractor per the attached summary of awards for The New Wixom Elementary School. Total award recommendation for this project is **\$38,030,888.13**. Recommendations include base bids for each trade category including recommended mandatory and voluntary alternates. We received a high level of interest, multiple bids within each bid category, and bids were within budget. Summary of recommended trade awards below:

<u>Bid Category</u>	<u>Recommended Contractor</u>	<u>Bid w/Alternates</u>
• Interior Flatwork	Albanelli Cement Contractors	\$ 794,600.00
• Concrete Foundations	CI Contracting	\$ 704,980.00
• Masonry	Brazen and Greer Masonry Inc.	\$4,178,000.00
• Structural Steel	B&A Structural Steel LLC	\$2,570,303.00
• Carpentry	Wally Kosorski & Co.	\$1,264,800.00

<u>Bid Category</u>	<u>Recommended Contractor</u>	<u>Bid w/Alternates</u>
• Roofing	JD Candler	\$ 955,000.00
• Metal Panels	JD Candler	\$1,094,000.00
• Doors Frames and Hardware	A&C Builders Hardware	\$ 434,699.00
• Glazing	Rochester Hills Contract Glazing	\$1,741,800.00
• Accordion Folding Fire Doors	Bareman and Associates, Inc.	\$ 47,900.00
• Cross Corridor Doors	Altech Doors	\$ 65,140.09
• Drywall and Ceilings	ANM Construction	\$1,562,500.00
• Tiling	Continental Contracting Corp.	\$ 374,900.00
• Flooring	D.F. Floor Covering	\$ 617,670.00
• Wood Athletic Flooring	Foster Specialty Floors	\$ 74,400.00
• Painting	Continental Contracting Corp.	\$ 191,980.00
• Visual Displays	Viscomm Products	\$ 114,812.00
• Toilet Partitions & Accessories	Product Resource Co.	\$ 92,400.00
• Food Service Equipment	Great Lakes Hotel Supply Co.	\$ 140,033.00
• Stage Curtains	North Coast Studios	\$ 15,600.00
• Gymnasium Equipment	C&M Associates	\$ 129,215.00
• Casework	Architectural Systems Group	\$ 332,500.00
• Window Shades	Triangle Window Fashions	\$ 97,031.00
• Security Shades	Taylor Brothers Door Locks	\$ 10,943.77
• Elevators	Otis Elevator	\$ 128,900.00
• Fire Suppression	Professional Sprinkler, Inc.	\$ 625,080.00
• Plumbing	Contract Mechanical, Inc.	\$1,668,000.00
• HVAC	Contract Mechanical, Inc.	\$4,256,000.00
• Electrical	Metro Electric Engineering	\$2,945,000.00
• Access Control – Alarms	Tagai Systems Integration	\$ 546,750.00
• Security Cameras	Mobile Communications America	\$ 124,019.32
• Earthwork and Utilities	Verdeterre Contracting, Inc.	\$1,449,413.95
• Asphalt Paving	ASI	\$ 760,900.00
• Site Concrete	Albanelli Cement Contractors	\$ 634,700.00
• Fencing	Nationwide Construction Group	\$ 171,100.00
• Final Cleaning	Saber Building Solutions	\$ 64,800.00

Total Contract Award Recommendations	\$30,979,870.13
Construction Contingency 10%	<u>\$ 3,097,987.01</u>
Subtotal	\$34,077,857.14
CM Fee (N.T.E.) 3.0%	\$ 1,022,335.71
CM General Conditions (N.T.E.) 4.1%	\$ 1,397,192.14
CM Insurance Program (N.T.E.) 0.5%	\$ 170,389.29
CM Staffing and Personnel Costs (N.T.E.) 4.0%	<u>\$ 1,363,114.29</u>
Total Award Recommendation	\$38,030,888.13

Should you have any questions regarding this recommendation please do not hesitate to contact me at 586-703-1044 or kevin.donnely@plantemoran.com.

Sincerely,

Plante Moran Realpoint



Kevin Donnelly
Senior Vice President

Enclosures: Auch Construction Award Letter Dated: September 25, 2025
Bid Tabulations
Contract Summary

Cc: Greg VanKirk, PMR
Paul Wills, PMR
Lisa Pitt, PMR
Julie Omer, WLCSD
Vicki Amore, WLCSD
Dave Watkins, WLCSD
McKenzie Ozark, Auch Construction
Danielle Eschner, Auch Construction

**Walled Lake Consolidated School District
2024 Bond Projects - New Wixom Elementary**

George W. Auch Co.
Bid Tabulation Sheet

Trade Proposal: 03.2 - Foundations

Location: Educational Services Center

Date: September 16, 2025 Time: 2:00PM

Recorded By:

Liliana Spencer

Witness:

Victoria Amore

Company	City	Bid Security	LEO	Fam/ EEO /Iran/Background	Add 1-3	Base Bid Amount	Comments
Brenca Contractors	Warren	✓		✓	✓	\$1,523,960	
CI Contracting Inc.	Brighton	✓	✓	✓	✓	\$704,980	
Fessler and Bowman	Holly	✓	✓	✓	✓	\$828,370	Clarifications
Fortress Foundations	Fenton	✓	✓	✓	✓	\$981,000	Clarifications 47
Graham Construction	Saginaw	✓	✓	✓	✓	\$1,967,800	
Medina Resource Group	Williamston	✓	✓	✓	✓	\$1,323,357	Clarifications
North Channel Construction	Lexington	✓	✓	✓	✓	\$911,000	Voluntary Alternate
Simone Construction Services	Shelby Twp.	✓	✓	✓	✓	\$998,000	

**Walled Lake Consolidated School District
2024 Bond Projects - New Wixom Elementary**

George W. Auch Co.
Bid Tabulation Sheet

Trade Proposal: 07.1 - Roofing

Location: Educational Services Center

Date: September 16, 2025 Time: 2:00PM

Recorded By:

Liliana Spencer

Witness:

Victoria Amore

Company	City	Bid Security	LEO	Fam/ EEO /Iran/Background	Add 1-3	Base Bid Amount	Comments
Butcher & Butcher	Rochester Hills	✓	✓	✓		\$1,442,696	Voluntary Alternate
CEI Michigan	Whitmore Lake	✓	✓	✓	✓	\$1,248,500	Clarifications
Divison 7 Contractors	Grand Rapids	✓		✓		\$1,359,200	Clarifications and Voluntary Alternates
JD Candler Roofing	Sterling Heights	✓		✓	✓	\$997,413	Voluntary Alternate: DEDUCT \$42,413 parapet plywood/wood blocking provided by others Revise Contract Award: \$955,000
KJP Roofing	Chesterfield	✓		✓	✓	\$1,118,500	Voluntary Alternate
Quality Roofing	Whitmore Lake	✓		✓	✓	\$1,156,289	Voluntary Alternate
Royal Roofing	Orion	✓	✓	✓	✓	\$1,173,700	Clarifications
Royal West Roofing & Sheet Metal	Brighton	✓		✓		\$796,000	Clarifications / Voluntary Alternates - Bidder did not have a complete scope of work and requested there proposal be withdrawn.

**Walled Lake Consolidated School District
2024 Bond Projects - New Wixom Elementary**

George W. Auch Co.
Bid Tabulation Sheet

Trade Proposal: 12.2 - Security Shades

Location: Educational Services Center

Date: September 16, 2025 Time: 2:00PM

Recorded By:

Liliana Spencer

Witness:

Victoria Amore

Company	City	Bid Security	LEO	Fam/ EEO /Iran/Background	Add 1-3	Base Bid Amount	Comments
Taylor Brothers Door Locks DBA Nightlock	Clio	N/A		✓	✓	\$10,943.77	Clarifications
The Sheer Shop	Shelby Twp.	N/A	✓	✓	✓	\$4,239	Bidder did not have a complete scope of work and requested there proposals to be withdrawn.

**Walled Lake Consolidated School District
2024 Bond Projects - New Wixom Elementary**

George W. Auch Co.
Bid Tabulation Sheet

Trade Proposal: 22 - Plumbing

Location: Educational Services Center

Date: September 16, 2025 Time: 2:00PM

Recorded By:

Liliana Spencer

Witness:

Victoria Amore

Company	City	Bid Security	LEO	Fam/ EEO /Iran/Background	Add 1-3	Base Bid Amount	Comments
A.J. Miller Mechanical	Wixom	✓		✓	✓	\$2,326,893	Clarifications
Contrast Mechanical	Macomb	✓	✓	✓	✓	\$1,668,000	Voluntary Alternate
Danboise Mechanical	Farmington	✓	✓	✓	✓	\$3,115,000	Clarifications
JM & Sons Plumbing	Brighton	✓	✓	✓		\$1,757,739	72
Johnson & Wood	Flushing	✓	✓	✓	✓	\$2,347,000	
Long Mechanical	Northville	✓		✓	✓	\$2,170,000	
Mills Mechanical	Davisburg	✓	✓	✓	✓	\$1,770,000	
Professional Thermal Systems	Howell	✓	✓	✓	✓	\$2,698,000	
WM Floyd Company	Howell	✓	✓	✓	✓	\$2,767,000	

**Walled Lake Consolidated School District
2024 Bond Projects - New Wixom Elementary**

George W. Auch Co.
Bid Tabulation Sheet

Trade Proposal: 23 - HVAC

Location: Educational Services Center

Date: September 16, 2025 Time: 2:00PM

Recorded By:

Liliana Spencer

Witness:

Victoria Amore

Company	City	Bid Security	LEO	Fam/ EEO /Iran/Background	Add 1-3	Base Bid Amount	Comments
Conti Corporation	Sterling Heights	✓		✓	✓	\$5,110,630	
Contrast Mechanical	Macomb	✓	✓	✓	✓	\$4,256,000	
Dan Boise Mechanical	Farmington	✓	✓	✓	✓	\$4,610,139	Clarifications
Goyette Mechanical	Flint	✓	✓	✓	✓	\$5,172,000	73
Johnson & Wood	Flushing	✓	✓	✓	✓	\$5,042,000	Voluntary Alternate
Long Mechanical	Northville	✓				\$4,327,000	
Professional Thermal Systems	Howell	✓	✓	✓	✓	\$4,905,000	
Quality Aire Systems	Whitmore Lake	✓	✓	✓	✓	\$4,627,000	

**Walled Lake Consolidated School District
2024 Bond Projects - New Wixom Elementary**

George W. Auch Co.
Bid Tabulation Sheet

Trade Proposal: 31 - Earthwork & Utilities

Location: Educational Services Center

Recorded By:

Liliana Spencer

Date: September 16, 2025 Time: 2:00PM

Witness:

Victoria Amore

Company	City	Bid Security	LEO	Fam/ EEO /Iran/Background	Add 1-3	Base Bid Amount	Comments
Cortis Bros Trucking and Excavating	Marine City	✓	✓	✓	✓	\$1,853,200	Voluntary Alternate
D&R Excavating	Whitmore Lake	✓		✓		\$1,787,260.48	Voluntary Alternate
Eagle Excavation Inc.	Flint	✓	✓	✓	✓	\$2,295,000	
Fessler and Bowman	Holly	✓	✓	✓	✓	\$1,891,072	Clarifications / Voluntary Alternate 77
Inner City Contracting	Detroit	✓	✓	✓	✓	\$1,956,423	
Simone Construction Services	Shelby twp.	✓	✓	✓	✓	\$2,141,300	
Site Development	Madison Heights	✓	✓	✓	✓	\$1,796,000	Clarifications
Toebe Construction	Wixom	✓	✓	✓	✓	\$1,769,068	
Verdeterre	Belleville	✓	✓	✓	✓	\$1,449,413.95	

SAFE SCHOOLS WEEK – OCTOBER 20-24, 2025

- WHEREAS*, schools make substantial contributions to the future of America and to the development of our young people as knowledgeable, responsible, and productive citizens; and
- WHEREAS*, excellence in education is dependent on safe, secure, and peaceful school settings; and
- WHEREAS*, the safety and well-being of many students, teachers, and school staff are unnecessarily jeopardized by crime and violence, such as substance abuse, gangs, bullying, poor discipline, vandalism, and absenteeism in our schools; and
- WHEREAS*, it is the responsibility of all citizens to enhance the learning experiences of young people by helping to ensure fair and effective discipline, promote good citizenship, and generally make school safe and secure; and
- WHEREAS*, all leaders especially those in education, law enforcement, government, and business should eagerly collaborate with each other to focus public attention on school safety and identify, develop, and promote innovative answers to these critical issues; and
- WHEREAS*, the observance of Safe Schools Week will substantially promote efforts to provide our schools with positive and safe learning climates; now, therefore, be it

RESOLVED AND PROCLAIMED, that October 20-24, is Safe Schools Week.

PROCLAMATION: PRINCIPALS MONTH - OCTOBER 2025

WHEREAS, throughout Michigan and across the country, the school principal plays a central role in creating an environment conducive to learning; and

WHEREAS, the school principal acts as the liaison between the school and the community it serves, and ensures that the community is aware of student achievement; and

WHEREAS, the expectations for principal leadership within schools have increased greatly in the past decade, including quality and accountability for all children; and

WHEREAS, energetic and inspiring school leadership is essential if schools, teachers, students, and support staff are to implement college and career-ready standards and rigorous assessments; and

WHEREAS, the goal of National Principals' Month is to raise awareness of the importance of educational leadership in the school and valuable contribution of the school principal to the success of the learning community;

NOW, THEREFORE, BE IT RESOLVED,
that the Walled Lake Schools Board of Education and Administration support National Principals' Month, and encourages each school and community to appropriately recognize their principal during the month of October 2025, and the vital role the principal plays in the success of all students.

**RESOLUTION OF THE
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION IN SUPPORT OF GUN SAFETY AND SAFE FIREARM STORAGE

WHEREAS, the safety and well-being of students, staff, and the community are of paramount importance to the Walled Lake Consolidated School District; and

WHEREAS, firearms in the home are associated with an increased risk of accidental injury or death, particularly among children and adolescents; and

WHEREAS, safe storage of firearms—keeping guns unloaded, locked, and separate from ammunition—reduces the risk of unintentional injuries, suicides, and school-related incidents; and

WHEREAS, the Walled Lake Consolidated School District recognizes that parents, guardians, and community members play a critical role in promoting safe firearm practices; and

WHEREAS, evidence-based public safety measures, including safe gun storage, help create a safer environment for all students and residents;

NOW, THEREFORE, BE IT RESOLVED, that the Walled Lake Consolidated School District Board of Education:

1. **Supports initiatives and programs** that promote safe firearm storage and responsible gun ownership;
2. **Encourages parents, guardians, and community members** to store firearms safely and to educate family members about firearm safety;
3. **Advocates for community awareness** regarding the importance of safe storage in preventing accidents and injuries; and
4. **Directs the Superintendent** and staff to share resources on safe firearm storage with families and the community.

BE IT FURTHER RESOLVED, That the Board and Superintendent will continue to work with local law enforcement agencies, medical and mental health agencies, and non-profit organizations to collaborate and increase efforts to inform District parents of their obligations regarding secure storage of firearms in their homes, as well as other gun violence prevention safety measures.

BE IT FURTHER RESOLVED that this Resolution shall not be construed to conflict with any existing Michigan or federal law.

AYES:

NAYES:

ADOPTED this 9th day of October, 2025, by the Walled Lake Consolidated School District Board of Education.

Mrs. Susie Crafton
Secretary, Board of Education

Walled Lake Consolidated School District District Board Policy Adoption

October 9, 2025, Regular Board Meeting Review

October 23, 2025, Special Board Meeting Proposed Adoption

Board Policy 2002 – Learning and Achievement

Graduation Requirements In order to graduate and receive a high school diploma from the School District, a student must successfully complete all legal requirements, including coursework required by law, all credits, coursework, and assessments required by the School District, and all other requirements that may be established and published from time to time by the Board. The School District will adopt Administrative Regulations implementing this policy.

Board Policy 4003 – Conditions of Employment

Paid Medical Leave Earned Sick Time

The School District will provide paid medical leave earned sick time (PML EST) to eligible employees pursuant to Michigan law. The Superintendent will determine whether PML EST will accrue over the course of each benefit year or will be provided at the beginning of each benefit year and will promulgate administrative regulations concerning the use of PML EST. Payment and use of accrued or provided PML EST will be coordinated with all types of paid leave available to an eligible employee pursuant to collective bargaining agreements, individual contracts, or other School District policies and administrative regulations. This policy and any implementing administrative regulations will be automatically rescinded, without further action by the Board or the Superintendent, if paid medical leave is mandated by federal law.

Employee Salary Schedules Pursuant to Michigan law, all employees must be paid pursuant to a normal salary schedule. For those employees that are not part of a collective bargaining unit with a contract that provides normal salary schedules, normal salary schedules will be implemented by the District setting out base pay for each job classification. Job classifications for non-bargaining unit employees are to be determined by the Superintendent. The Superintendent is delegated the authority to create and implement normal salary schedules for all non-bargaining unit employees (except for the Superintendent), but such salary schedules must be provided to the Board of Education prior to implementation. The normal salary schedule for the Superintendent must be presented to the Board of Education for approval on a yearly basis.

Board Policy **5015 – Supplement, Not Supplant (Perkins V)**

General The School District is committed to adhering to the fiscal requirements set forth by the U.S. Department of Education's Perkins grant funds, as administered by the Michigan Department of Education's Office of Career and Technical Education (MDE-OCTE). Pursuant to the Perkins V law (20 U.S. Code § 2301), the School District will ensure that Perkins funds are used to supplement, not supplant, non-federal funds.

Walled Lake Consolidated School District District Board Policy Adoption

October 9, 2025, Regular Board Meeting Review

October 23, 2025, Special Board Meeting Proposed Adoption

Definitions For purposes of this policy, “supplement” means “to add to or enhance existing non- federal funds” and “supplant” means to replace or take the place of non-federal funds with federal funds.

Use of Funds Perkins funds will be used to provide additional services, programs, or activities that are above and beyond what is already provided with non-federal funds.

Prohibited Uses Prohibited uses will be assumed when a region uses Perkins funds to provide services that the region is required to make available under a state or local law; or a region uses Perkins funds to provide services that the region provided with non-federal funds in the prior year; or a region uses Perkins funds to provide services to CTE students, and the same services were provided to non-CTE students using non-federal funds.

Rebuttable Presumption These presumptions are rebuttable if the School District can demonstrate that it would not have provided the services in question with non-federal funds had the Perkins funds not been available.

Monitoring and Compliance The School District will establish procedures to monitor the use of Perkins funds to ensure compliance with this policy. The School District will participate in the required technical review, assistance, and compliance monitoring conducted by MDE-OCTE.

Board Policy 6003 – Safety and Security

Generally

School District facilities and grounds will be kept safe and secure. Such facilities and grounds should also be maintained as clean and attractive. The Superintendent will develop and implement a maintenance program for the safe and efficient operation of the School District. The program will provide for the regular inspection and periodic maintenance of all School District facilities and be compliant with all applicable safety, health, and environmental requirements.

The School District will undertake reasonable cooperative efforts with law enforcement agencies. The Superintendent ~~has~~ ~~and building administrators have~~ the responsibility and authority to determine when the presence or assistance of law enforcement officers is necessary on School District premises and School-related functions.

Behavior Threat Assessment and Management Team Suicide Intervention

The Superintendent will ~~implement~~ ~~develop~~ a ~~behavior~~ threat assessment and ~~management team, including duties~~ ~~suicide intervention protocol~~ aimed at addressing situations which may pose a threat to the health, safety, and welfare of themselves or the school community ~~pursuant to MCL 380.1308e~~. The goal of the ~~behavior~~ threat assessment and ~~management team~~ ~~suicide intervention process~~ is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to any student or staff member being assessed.

Walled Lake Consolidated School District District Board Policy Adoption

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October 23, 2025, Special Board Meeting Proposed Adoption

~~The Board expects that the Superintendent will maintain security and administrative regulations and processes that are subject to periodic review with the Board including:~~

- ~~• A responsible single point of contact/School Safety Liaison~~
- ~~• Regular and periodic training of staff~~

Board Policy 6004 – Firearms and Other Weapons

Generally To the full extent permitted by law, the District prohibits firearms and other weapons on District premises and at District-related functions, without prior, written approval from the District’s Superintendent. District employees and students who violate this policy are subject to discipline, including permanent expulsion or discharge. Others who violate this policy are subject to being banned from District premises and District-related functions. The District reserves the rights to report to police authorities any person who violates this policy.

Safe Storage of Firearms Beginning October 1, 2025, and every October 1 thereafter, the District shall distribute (by electronic or mail) information regarding the safe storage of firearms, developed by the Michigan Department of Health and Human Services, to the parent or legal guardian of each student enrolled in the District. By not later than October 1, 2025, the District shall post links to the Michigan Department of Education’s webpages describing the English, Spanish, and Arabic versions of the informational notice on the website of the District.

Board Policy 8001 – Acceptable Use

Artificial Intelligence The Superintendent may develop administrative regulations governing the use of generative artificial intelligence, large language models, or other similar technology. Administrative regulations may consider data privacy, training, acceptable use, and student use of such technology.

4000-AR Central Office Administrators

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

9/08, 5/7/09, 8/20/09, 2/04/10, 9/16/10, 12/9/10, 8/18/11, 9/6/12, 8/22/13, 9/11/14, 8/20/15, 8/25/16, 8/24/17, 2/1/18, 8/23/18, 9/6/18, 8/22/19, 11/7/19, 4/2/20, 8/20/20, 3/4/21, 8/19/21, 11/4/21, 2/3/22, 8/18/22, 11/3/22, 2/2/23, 8/24/23, 2/1/24, 8/22/24, 2/6/25, 6/19/25, 07/08/25, 08/21/25, 10/09/25

4000-AR Building Administrators

Ryan West, Principal
Commerce Elementary 956-3900
520 Farr Street Fax 956-3905
Commerce 48382

Danielle Archie, Principal
Meadowbrook Elementary 956-2700
29200 Meadowbrook Road Fax 956-2705
Novi 48377

Patricia Karban, Principal
Dublin Elementary 956-3800
425 Farnsworth Fax 956-3805
White Lake 48386

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

Bradley LevickBeth Timlin, Interim Principal
Glengary Elementary 956-3100
3070 Woodbury Fax 956-3105
Walled Lake 48390

Andrea Hasse, Principal
Pleasant Lake Elementary 956-2800
4900 Halsted Road Fax 956-2805
West Bloomfield 48323

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

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

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

Carrie O'Connell, Principal
Wixom Elementary 956-3400
301 N. Wixom Road Fax 956-3405
Wixom 48393

Michelle Fiebke-LangDr. Marci Augenstein,
Interim Principal
Keith Elementary 956-3700
2800 Keith Road Fax 956-3705
West Bloomfield 48324

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

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

9-07, 8/20/09, 9/16/10, 8/18/11, 9/6/12, 8/22/13, 9/11/14, 8/20/15, 8/25/16, 8/24/17, 8/23/18, 8/22/19,
11/7/19, 8/20/20, 3/4/21, 8/19/21, 11/4/21, 2/3/22, 8/18/22, 11/3/22, 8/24/23, 2/1/24, 8/22/24, 2/6/25, 6/19/25,
07/08/25, 08/21/25, 10/09/25

4000- AR Building Administrators

Jennifer VanWagnen, Principal
Anthony McNamara, Asst. Principal
Sarah Banks Middle School 956-2200
1760 Charms Road Fax 956-2205
Wixom 48393

Nayal Maktari, Principal
~~Jacob Hess~~ ~~Stuart Riley~~, ~~Interim~~ Asst. Principal
Clifford Smart Middle School 956-3500
8500 Commerce Road Fax 956-3505
Commerce 48382

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

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

Amy Pashak, Principal
Kristin White, Asst. Principal
Charles Morgan, Interim Asst. Principal
Thomas Ropek, Asst. Principal
Western High School 956-4400
600 Beck Road Fax 956-4405
Walled Lake 48390

Gregory Diamond, Principal
Jennifer Caulford, Asst. Principal
Michelle Kalhorn, Asst. Principal
Dan Holland, Asst. Principal
Northern High School 956-5300
6000 Bogie Lake Road Fax 956-5305
Commerce 48382

9-07, 2-04-10, 9/16/10, 8/18/11, 9/6/12, 8/22/13, 3/6/14, 9/11/14, 8/20/15, 8/25/16, 8/24/17, 2/1/18, 8/23/18,
9/6/18, 3/7/19, 8/22/19, 9/5/19, 11/7/19, 4/2/20, 8/20/20, 3/4/21, 8/19/21, 11/4/21, 2/3/22, 8/18/22, 11/3/22,
2/2/23, 8/24/23, 2/1/24, 8/22/24, 2/6/25, 6/19/25, 07/08/25, 08/21/25, 10/09/25