

BOARD OF EDUCATION MEETING PACKET

March 7, 2022

7:00pm

Bates Boardroom



Our Vision:

Champion Learning –

Develop, Educate, and Inspire!



This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is time for public participation during the meeting as indicated in the agenda below. Upon request to the Superintendent the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

BOARD MEETING AGENDA

A. CALL TO ORDER

1. Roll Call

B. MEETING MINUTES (2/28/2022)

C. APPROVAL OF AGENDA

D. SCHOOL PRESENTATIONS

E. PUBLIC PARTICIPATION (up to ~30 minutes/max 5 per person)

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent
2. Board President
3. Student Representatives

G. CONSENT ITEMS

H. ACTION ITEMS

1. Summer Enrichment
2. Approval of Superintendent 2021 Evaluation

I. DISCUSSION ITEMS

1. 2021-2026 Strategic Plan
2. WISD Fiber Consortium

J. PUBLIC PARTICIPATION (up to ~15 minutes/max 3 per person)

K. BOARD COMMENTS

L. INFORMATION ITEMS

1. Nice Job Notes January 2022

M. CLOSED SESSION

1. Negotiations – *per MCL 15.268(c)*

N. ADJOURNMENT

CALENDAR

*March 7-March 18 - Schools of Choice First Application Window - [online](#)

*Monday, March 14 – Facilities Committee 8:10am

*Monday, March 21 – Board Meeting 7:00pm - Bates

BOARD MEETING NOTES
MARCH 7, 2022

A. CALL TO ORDER

1. Roll Call.

B. MEETING MINUTES

Your packet includes meeting minutes from 2/28/2022.

- * An appropriate motion might be, "I move that the Board of Education approve the minutes from 2/28/2022 as presented/amended."

C. APPROVAL OF AGENDA

1. Approval of Agenda. Board policy provides that the Superintendent of Schools shall prepare an agenda for all Board meetings as directed by the President of the Board of Education.

- * An appropriate motion might be, "I move that the Board of Education approve the agenda as presented/amended."

D. SCHOOL PRESENTATIONS – none

E. PUBLIC PARTICIPATION (full guidelines at link)

Each speaker is allotted a maximum of 5 minutes for a total of 30 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and district of residence and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a [public comment form](#) available at the meeting entrance and on our website.

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent
2. Board President
3. Student Representatives

G. CONSENT ITEMS – none

H. ACTION ITEMS

1. Summer Enrichment.

The phenomenal success of last year's free summer programs has led to many requests for repeats this year. The cost of the DreadStrong Summer Learning program was too high to repeat without additional funding. However, the District would like to offer free recreation athletics and arts camps this summer. Based on last year, it is estimated that the cost to offer these camps will be approximately \$100,000. These camps target physical, mental, and social well-being, while also providing contextual learning enrichment. Dr. Timmis has recommended that the BOE approve up to

BOARD MEETING NOTES

MARCH 7, 2022

\$100,000 in funding for summer recreation and arts camps for all ages. This item was discussed at the February 28, 2022 meeting and is presented for action this evening.

- * An appropriate motion might be, "I move that the Board of Education approve up to \$100,000 in funding for summer recreation and arts camps for 2022."

2. Superintendent Evaluation

At its February 7, 2022 regular meeting, the Board approved the Superintendent's annual evaluation. Your packet this evening contains the Superintendent Evaluation Summary Statement.

- * An appropriate motion might be, "I move that the Dexter Board of Education approve the attached summary statement of Superintendent Dr. Christopher Timmis's 2021 evaluation."

I. DISCUSSION

1. 2021-2026 Strategic Plan.

The adoption of the 2021-2026 plan was delayed due to the pandemic but is now ready to be formally adopted by the Dexter Community Schools Board of Education. The plan includes five strategic initiatives that will lead the expansion in support of programming for our students in our community for years to come. Your packet contains a memo summarizing the plan's development and the proposed 2021-2026 strategic plan. This item is presented for discussion only this evening.

2. Washtenaw County Schools Fiber Consortium Service Agreement

The Washtenaw Intermediate School District (WISD) fiber network is owned and operated by WISD on behalf of all constituent districts. This is a shared governance and cost agreement to maintain this resource for the educational endeavors of the county. This agreement covers the actual fiber optic cable, equipment to manage the network, and a portion of staff costs. The network is also connected to the Statewide Educational Network (SEN) which is a statewide private network that allows the reduction of Internet costs in addition to transport for other statewide services. Your packet includes a draft Master Service Agreement which requires Board approval. This item is presented for discussion this evening.

J. PUBLIC PARTICIPATION (up to ~ 15 minutes/max 3 per person)

Each speaker is allotted a maximum of 3 minutes for a total of 15 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and district of residence and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a [public comment form](#) available at the meeting entrance and on our website.

K. BOARD COMMENTS

BOARD MEETING NOTES
MARCH 7, 2022

L. INFORMATION ITEMS

1. Nice Job Notes January 2022

The Board has scheduled a closed session to discuss negotiations per MCL 15.268(c)

- * An appropriate motion might be, "I move that the Board of Education move into closed session for the purpose of discussing negotiations following a five-minute break."

M. CLOSED SESSION

1. Negotiations *per MCL 15.268(c)*

N. ADJOURNMENT

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
FEBRUARY 28, 2022**

A. CALL TO ORDER – 7:00pm

1. Roll Call

Members Present: Daniel Alabré, Brian Arnold, Elise Bruderly, Mara Greatorex, Jennifer Kangas, Dick Lundy, Melanie Szawara; Student Representatives Aidan Naughton and Griffin Patel

Members Absent: none

Administrative & Supervisory Staff: Ryan Bruder, Craig McCalla, Sharon Raschke, Barb Santo, Mollie Sharrar, Christopher Timmis, Hope Vestergaard

DEA: none

DCS Staff: Melanie McIntyre

Press: none

Guests: Andy Damman, Kerri Hudson, Todd Biggs, Heidi Biggs, Susan Crane, Donovan Maust, Jon Ophoff, Cortney Ophoff, Christy VanderHagen, Kevin Creech, Connie Creech, Barb Read, Holly Cabana, Justin Floro, Andrew Damman, Cassie Thomspson, and several students.

B. MEETING MINUTES

Melanie Szawara made a motion to approve the meeting minutes from 2/7/2022 and 2/16/2022 as presented. Jennifer Kangas seconded the motion. **Motion Carried (unanimous).**

C. APPROVAL OF AGENDA

Elise Bruderly made a motion to approve the agenda as presented. Melanie Szawara seconded the motion. **Motion Carried (unanimous).**

D. SCHOOL PRESENTATIONS

Mill Creek students Jasmine Biggs and Victoria Collins performed for the Board. They played two pieces on flute and clarinet, respectively. DHS students Audrey Hudson, Collin Johnson, Hanne Nielsen, Calvin Ophoff, Yuma Tsubouchi were recognized for earning All State High School Honors Band status. Mill Creek Carson Zaski, Catherine Maust students were honored for earning All State Middle School Honor Band.

E. PUBLIC PARTICIPATION

President Mara Greatorex read board policy 1067.3 *Public Participation* as a reminder for attendees.

1. Charissa Keller spoke.

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent Update.

- a. Dr. Timmis shared a video created by Wylie students called “Be Kind.”
- b. Noted that bids are out for asphalt work, bleachers, and more; DCS has purchased toolcats, mowers, plows, and a gator;

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
FEBRUARY 28, 2022**

- c. Noted that Feb. 28 was the first day with masks highly recommended rather than mandated; the CDC updated their mandate so that masks are no longer required on school buses;
 - d. Shared that two studies/polls will be conducted regarding district communications and community perceptions of DCS. One poll will be a scientific study of a random sampling of community members. The other will be a district survey.
 - e. Shared District graduation rates. IN 2013 the DCS graduation rate was at around 89-90%. It's currently at 98.2% for DHS and 97% across the district.
- 2. Board President – none.
 - 3. Student Representative Update.
Aidan Naughton and Griffin Patel summarized recent goings-on at district buildings.

G. CONSENT ITEMS

- 1. Brian Arnold made a motion that the Board of Education receive the January Budget Report. Elise Bruderly seconded the motion. **Motion Carried (unanimous) .**

H. ACTION ITEMS

- 1. MASB Board of Directors Election.
Jennifer Kangas made a motion that the Board discuss MASB candidates for region 7. Melanie Szawara seconded the motion. **Motion Carried (unanimous).**
The Board discussed the candidates.
Melanie Szawara made a motion to close discussion of candidates. Jennifer Kangas seconded the motion. **Motion Carried (unanimous).**
Melanie Szawara made a motion that the Board of Education vote for Guillermo Lopez via electronic ballot for the MASB Board of Directors election that closes on March 2, 2022. Dan Alabré seconded the motion. **Motion Carried (unanimous).**
- 2. IDEA Full Funding Resolution.
Elise Bruderly made a motion that the Board of Education adopt the attached resolution called *Resolution in Support of the IDEA Full Funding Act*. Brian Arnold seconded the motion. **Motion Carried (unanimous).**

I. DISCUSSION ITEMS

- 1. Summer Enrichment.
Due to the overwhelming popularity of the 2021 district-funded and/or supported summer recreation and enrichment camps, Dr. Timmis is proposing to do arts and recreational enrichment camps again in 2022, with each student receiving two \$100 credits toward two camps of their choice. It will cost approximately \$100,000 to run these camps. This item will return for action at the March 7, 2022 meeting.

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
FEBRUARY 28, 2022**

J. PUBLIC PARTICIPATION

1. Kevin Creech spoke.
2. Connie Creech spoke.

K. BOARD COMMENTS

1. Brian Arnold praised the students who performed and said he enjoyed having students back at Board meetings.
2. Mara Greatorex echoed Brian's compliments.
3. Elise Bruderly shared that she has been attending MASB workshops and thanked the District for the support to attend. She said she appreciates the opportunity to connect with other board members across the state and gains valuable insight about Dexter's Board when hearing how others function.
4. Daniel Alabr  noted he would like to see the updated Emergency Operations Plan and noted that the girls basketball team has been having a great season.
5. Melanie Szawara remarked on Dexter's strong music program legacy and noted that she was in band with one of the all state band student's parents when she attended Dexter.

L. INFORMATION ITEMS

1. Facilities Minutes 1/31/2022
2. Board Bulletins 1/31/2022 and 2/7/2022
3. Youth Art Month Flier

At approximately 8:07pm, Dick Lundy made a motion that the Board of Education move into closed session for the purpose of discussing negotiations following a five-minute break. Brian Arnold supported the motion. **Roll Call Vote. Motion Carried (unanimous).**

M. CLOSED SESSION

At approximately 9:27pm, the Board returned to open session.

N. ADJOURNMENT

At approximately 9:28pm, President Mara Greatorex adjourned the meeting.

MINUTES/hlv

Brian Arnold
Secretary
Board of Education

DEXTER BOARD OF EDUCATION

Evaluation of Superintendent Dr. Christopher Timmis

March, 2022

The Dexter Board of Education has completed its annual evaluation of Superintendent Dr. Christopher Timmis in compliance with Michigan Revised School Code, Section 1249, using the Superintendent Evaluation tool developed by Michigan Association of School Boards.

Superintendent Timmis's overall rating of HIGHLY EFFECTIVE, the highest rating possible, is based upon the Board's assessment of his performance in the following areas: governance and board relations, community relations, staff relations, business and finance, instructional leadership, student growth, and progress towards district-wide goals. Dr. Timmis has met or exceeded the Board's expectations in all areas that were reviewed.

In January 2021, amended June 2021, the Board ratified and amended Student Growth and Achievement Goals which are part of a three year plan originally set in 2019. The goals are in the areas of: 1) social-emotional well-being and engagement; 2) graduation rate; 3) personalized learning; and 4) growth in reading and math. The Board is pleased with the adherence to and execution of the plans, especially in light of the pandemic which caused disruption for districts throughout the country. The Board commends Dr. Timmis and the District for working diligently to support our k-12 students in so many ways, a few of which follow:

- Social-emotional well-being has been supported through the addition of 5 counselors/social workers. Surveys, mental health programs, additional training and support for staff, Peer to Peer programs, new courses and other initiatives are all examples of the extensive work the district has done toward this goal.
- Graduation rate has improved from 92.3% in 2013 to 97.6% across all district programs. The addition of programs such as the Dexter Early Middle College, Alternative Education, ECA, WAVE, etc. provide support for more students. The graduation rate for students without disabilities was 99.6% and for students with disabilities was 85% which is up from 50% in 2013 and is one of the highest in the county and state.
- Personalized Learning initiatives continue as the district works to expand learning pathways from PK - 12. Examples include exploration of a new learning environment called Spark and new course offerings throughout the district.
- Growth in reading and math has been difficult to assess given the fact that most students were learning remotely from March 2020 through most of 2021. As a response to concerns around learning loss, the district has added multiple reading and math intervention specialists and other supports for students and continues to pursue multiple methods to inspire and engage all students. This continues as an area of focus.

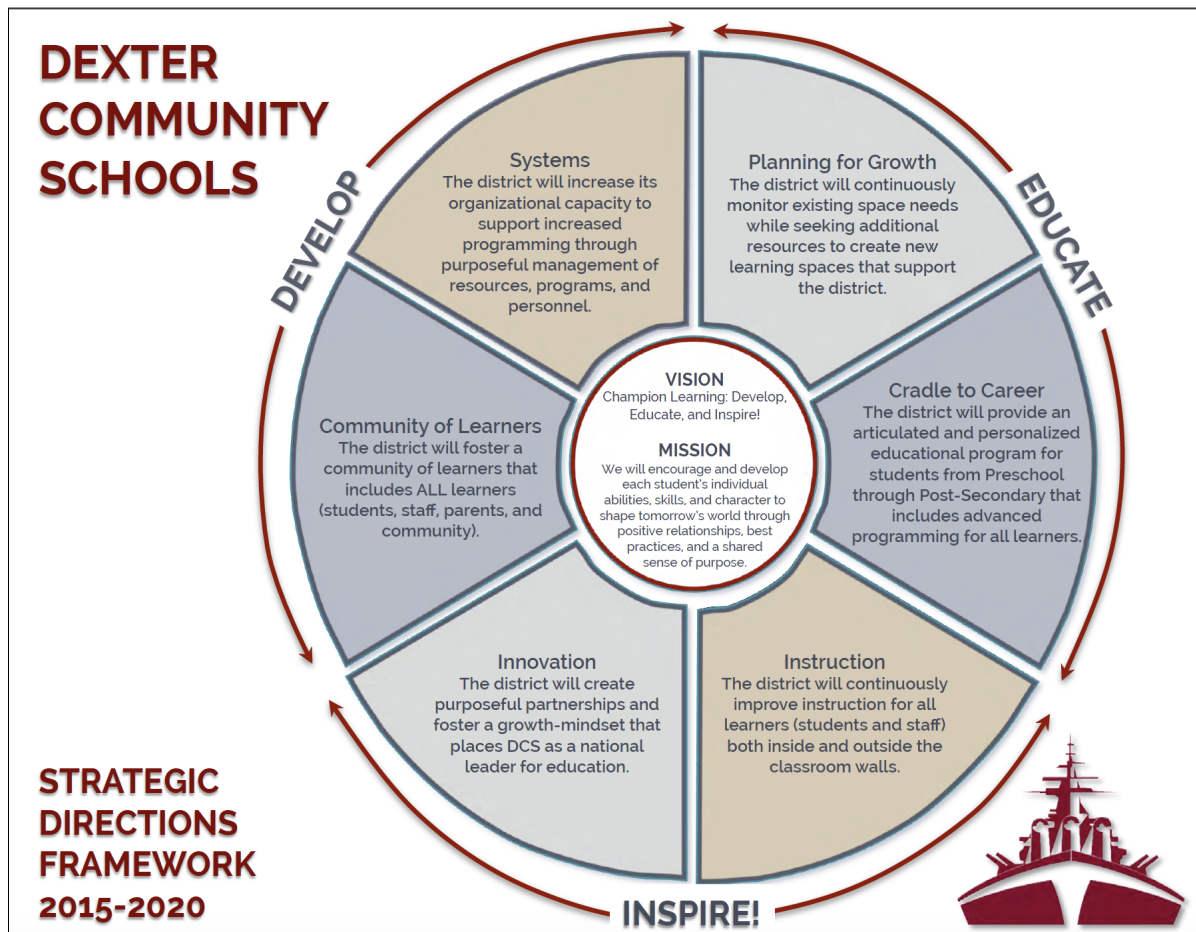
The Board recognizes and values the leadership that Dr. Timmis has provided over the past year and the work all employees have put forth during these difficult times. The talent of our team, combined with a solid financial foundation, helps ensure success for our children. The District is well-positioned to continue educating our students under an umbrella of a caring, adaptive and vibrant environment.

Thank you, Dr. Timmis. And Go Dreads!

DEXTER COMMUNITY SCHOOLS

A strategic plan is a living breathing document where the strategies continue to evolve based on successes and changes in the environment. The strategic initiatives and goals provide direction and accountability to moving the organization forward. The proposed DCS Strategic Plan routes a path to move forward beyond the pandemic as we continue to Champion Learning: Develop, Educate, and Inspire!

In 2014, the school district began the process of creating what eventually would become the 2015-2020 strategic plan. That plan included a series of strategic directions and goals that directly paved a path to a series of accomplishments and expansions of programs for DCS students.



DISTRICT GOALS (Strategic Plan 2015-2020):

- Strengthen the human capacity through the design and delivery of high quality learning opportunities for students, staff, parents and the community both inside and outside the classroom walls.
- Redesign educational programming to focus on students' capacity to think creatively, solve problems, analyze, synthesize, and navigate information.
- Increase organizational capacity to improve system effectiveness.
- Continuously monitor and evaluate existing learning spaces and their ability to support learning needs.
- Create and effectively implement a robust early childhood program for DCS residents.
- Create personalized learning opportunities for students that include advanced programming for all students.
- Establish strategic partnerships (local, domestic, and international) that support student learning and increase capacity for DCS to provide learning opportunities for students and staff.
- Foster an internal culture with a growth mindset focused on increasing DCS's ability to develop students' capacity to think creatively, solve problems, and analyze, navigate, and synthesize information.

Over the 2015-2020 period, the strategic plan yielded a series of important changes to benefit the students of Dexter in the entire community. Here is a short, but not exhaustive, list of changes to DCS as a result of the 2015-2020 Strategic Plan:

- The expansion of early childhood services to begin serving 6-week-old babies through preschool at the Jenkins Early Childhood Learning Center.
- The transition of our DCS campus to include the 2017 Bond Proposal and:
 - The building of Beacon elementary,
 - Flexible furniture in all schools,
 - The building of the Ceriani Building,
 - Changes in traffic flow across our campus for both vehicles and pedestrians through the construction of the roundabouts and the pedestrian crossings,
 - The building of the twin turf fields at DHS,
 - The construction of the quad fields at Creekside,
 - The construction of flexible learning spaces in all K-8 buildings,
- Creation of support programming to increase the DHS Graduation Rate from as low as 90% to nearly 99% through:
 - The creation of the Dexter Alternative Education Program
 - Graduation coach system of supports

- The creation of the Dexter Early Middle College
- Creation of personalized learning opportunities throughout the district such as the Pinnacle, Apex, and Summit pathways in the middle schools and Spark.
- Innovation throughout DCS:
 - Expansion of Place-Based learning in partnership with our community
 - 1:1 technology at all grade levels
 - Innovative instructional practices throughout DCS
 - The EMU Explorers Camp
- An increase in student achievement at all grade levels.
- The creation of two-way international programs that include hosting students from around the globe and our students traveling to schools around the globe.
- Mental health and social emotional learning support expansions throughout the entire school district including community book studies and expanded services.
- Expansion of reading and math intervention for students.

In late 2018, the district partnered with a national nonprofit, KnowledgeWorks, to assist with the development of the next DCS Strategic Plan. That process included surveys of all stakeholder groups, focus groups throughout the district, walk-throughs of classrooms in buildings and resulted in a formal opportunity analysis of our school district. This opportunity analysis was presented publicly to the school board, parent/community groups, and internal staff/students.

Over the next several years, over 70 individual group meetings were held to develop this proposed strategic plan. The groups included students, teachers, staff, parents, board members, and community members. The groups ranged from those focused on a single initiative area to large groups meetings at the Creekside Innovation Room and via zoom in the evenings to create long-term strategic directions and goals.

This proposed plan has been delayed due to the pandemic but is now ready to be formally adopted by the Dexter Community Schools Board of Education.

The plan includes five strategic initiatives that will lead the expansion in support of programming for our students in our community for years to come. Attached is the proposed 2021-2026 strategic plan for discussion tonight.

Dexter Community Schools **STRATEGIC PLAN** 2021-2026

MARCH 2022



STRATEGIC INITIATIVES



- ✓ The Dexter Schools community will work together to DEVELOP, EDUCATE, and INSPIRE students for an ever changing world.
- ✓ We will foster a culture of connectedness by focusing on social-emotional needs and building trusting relationships throughout all levels of the learning community.
- ✓ We will transform instructional practices to support SEL, life skills and content that provide our students with flexible pathways for learning.
- ✓ We will enhance the learning environment for all students by providing educational experiences within and beyond the classroom.
- ✓ We will stand for justice and equity by promoting meaningful and sustainable actions to create an inclusive learning and working environment that embraces diversity of ideas, experiences and voices.

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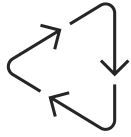
STRATEGIC INITIATIVES



VISION



CULTURE



LEARNING
CONTINUUM



EXTENDED
LEARNING



DIVERSITY, EQUITY,
INCLUSION



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VISION

STRATEGIC INITIATIVE:

The Dexter Schools community will work together to DEVELOP, EDUCATE, and INSPIRE students for an ever-changing world.

GOAL:

Develop unified, collaborative, and supportive teams.



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CULTURE

STRATEGIC INITIATIVE:

We will foster a culture of connectedness by focusing on social-emotional needs and building trusting relationships throughout all levels of the learning community.

GOAL:

The Dexter Schools Community will build trusting relationships and connectedness throughout our learning community in daily practices.



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LEARNING CONTINUUM

STRATEGIC INITIATIVE:

We will transform instructional practices to support SEL, life skills and content that provide our students with flexible pathways for learning.

GOALS:

The Dexter Schools Community will create and implement a P-12 learning continuum that defines competencies (in SEL, life skills and content) with common language by 2023 and share it with all stakeholders.

Dexter Schools' Community will identify and define instructional strategies that support multiple pathways for students to navigate along the learning continuum. These strategies will be fully implemented by 2024.

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EXTENDED LEARNING OPPORTUNITIES (ELOs)



STRATEGIC INITIATIVE:

We will enhance the learning environment for all students by providing educational experiences within and beyond the classroom.

GOAL:

Establish and implement a system-wide plan for all students to experience ELOs* as aligned to the DCS learner profile by September 2025.

****Extended learning opportunities** are opportunities that enable learners to gain knowledge and skills outside of the traditional classroom, often community-based with partner engagement; these flexible opportunities include rigorous, authentic problem-solving and inquiry that connect with learners' interests and passions. These learning activities can be learner-driven, designed by the learner and credentialed by the teacher (Source: KnowledgeWorks)*

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DIVERSITY, EQUITY, and INCLUSION

STRATEGIC INITIATIVE:

We will stand for justice and equity by promoting meaningful and sustainable actions to create an inclusive learning and working environment that embraces diversity of ideas, experiences and voices.

GOAL:

Dexter Community Schools will increase cultural competency for all staff and students, minimize peer-to-peer discrimination, and embrace diversity of ideas/experiences/voices, as measured by evidence of training and baseline survey data administered in Spring of 2023 and 2025.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

This Master Service Agreement (the “Agreement”) is entered into as of this JULY 1, 2022 (Effective Date) by and between Washtenaw Intermediate School District (WISD) located at 1819 S Wagner Rd, Ann Arbor, MI 48104 and

Parties listed (“Customer”), located at the associated address listed.

| Party | Address |
|--|--|
| Ann Arbor Public Schools | 2555 South State Street, Ann Arbor, MI 48104 |
| Chelsea School District | 500 Washington Street, Chelsea, MI 48118 |
| Dexter Community Schools | 7714 Ann Arbor Street, Dexter, MI 48130 |
| Lincoln Consolidated Schools | 8970 Whittaker Road, Ypsilanti, MI 48197 |
| Manchester Community Schools | 410 City Rd, Manchester, MI 48158 |
| Milan Area Schools | 100 Big Red Drive, Milan, MI 48160 |
| Saline Area Schools | 7265 N. Ann Arbor Road, Saline, MI 48176 |
| Washtenaw Intermediate School District | 1819 S. Wagner Rd, Ann Arbor, MI 48106 |
| Whitmore Lake Public Schools | 8845 Main Street, Whitmore Lake, MI 48189 |
| Ypsilanti Community Schools | 1885 Packard Road, Ypsilanti, MI 48197 |

Collectively, WISD and Customer will be known as the “Parties” and individually as a “Party”.

The Washtenaw Intermediate School District (WISD) fiber network is owned and operated by WISD on behalf of all constituent districts. This is a shared governance and cost agreement to maintain this resource for the educational endeavors of the county. This agreement covers the actual fiber optic cable, equipment to manage the network, and a portion of staff costs. The network is also connected to the Statewide Educational Network (SEN) which is a statewide private network that allows the reduction of Internet costs in addition to transport for other statewide services.

1. Services:

- During the Term of this Agreement, WISD shall: Provide Customer with services outlined in Attachment A.

3. Customer Responsibilities:

During the Term of this Agreement, Customer will assign staff member(s) to each of the responsibilities outlined in Attachment B (the “Assigned Staff”), and to notify WISD of such an assignment in writing. Customer’s failure to do so may affect the terms, including without limitation, the fees for Services.

Customers may request WISD fulfill one or more of the responsibilities in Attachment B, subject to the per-hour pricing for those responsibilities as listed in Attachment B or as mutually agreed up in separate service agreements.

4. Operating/Fiscal Agent

The WISD is the operating and fiscal agent of the fiber network. It maintains the day-to-day management of the network infrastructure and software services. It also covers the cost of the Internet Access which rides over the transport layer. The parties contribute to

Washtenaw County Schools Fiber Consortium
Master Service Agreement

cover the operational and maintenance costs as outlined Attachment C.

5. Compensation:

WISD's fees for the Services are outlined in Attachment C. WISD will provide final notice of any increase no later than May 1 each year. A budget report will be provided to Washtenaw Superintendents Association (WSA) on all Consortium Services and Fees annually.

6. Governance:

The governing board consists of two local district superintendents, two technology directors and the Chief Information Officer of the WISD. The Subcommittee will meet at least three times a year to discuss issues relevant to the consortium.

The WSA Fiber Consortium subcommittee will review the expenses of the consortium when expenditures are needed in areas such as equipment replacement, Internet purchases, and redundancy needs.

Recommendations will be made to the Washtenaw Superintendents Association (WSA) on matters of interest to all parties.

7. Term:

- a. The term of this Agreement shall begin on the Effective Date and shall be for five years School years: FY22-23 through FY 27-28
- b. This agreement may be renewed thereafter with the approval of all superintendents for all customers.

8. Confidentiality:

- a. The Parties may disclose or make available, or have already disclosed or made available, Confidential Information from one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement or a prior business relationship. As used in this Agreement, term "Confidential Information" means any information that is:
 - i. valuable to Disclosing Party and its business;
 - ii. marked with the word "confidential" if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the Receiving Party within 30 days of disclosure identifying with specificity the to be treated as confidential; and
 - iii. not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

- b. For purposes of this Agreement, Confidential Information includes student education records that may be disclosed to WISD by the District as part of the Services, as that term is defined pursuant to Federal Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g ("FERPA"), and any other information deemed confidential by state or federal law.
- c. The term "Confidential Information" does not include any information that is:
 - i. already known to the public or the Receiving Party prior to disclosure by the Disclosing Party; or
 - ii. subsequently made known to the public without any violation of this Agreement; or
 - iii. rightfully received by the Receiving Party from a third party without similar restriction and without breach of this Agreement; or
 - iv. independently developed by the Receiving Party without breach of this Agreement.
- d. During the term of this Agreement and for a period of thirty-six (36) months after the effective date of termination, the Receiving Party:
 - i. shall not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - ii. except as may be permitted by and subject to its compliance with Section 6(e) shall hold the Disclosing Party's Confidential Information in strict confidence using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and
 - iii. shall not disclose such information, in whole or in part, to any unauthorized person, without written consent of the Disclosing Party, except as provided in (e) below.
- e. The Receiving Party may disclose the Disclosing Party's Confidential Information:
 - i. as required by law, including as required by the Michigan Freedom of Information Act or any other applicable statute, regulation, court order, or other legal obligation regarding disclosure; or
 - ii. to the Receiving Party's partners, agents, employees and other authorized representatives (collectively, the "Representatives") who need to know such information in connection with the Receiving Party's provision of Services or other obligations under this Agreement, provided, the disclosure of educational records defined pursuant to Federal Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g ("FERPA") and Representatives authorized in § 99.33(a) (1) and (3). The Receiving Party agrees to inform their Representatives of the nature of

Washtenaw County Schools Fiber Consortium
Master Service Agreement

the Confidential Information and to require the Representatives to keep such information confidential.

- f. Unless otherwise requested by the Disclosing Party and agreed to by the Receiving Party, the Receiving Party shall destroy the disclosing Party's Confidential Information within fourteen (14) days of:
 - i. thirty-six (36) months after the effective date of termination; or
 - ii. sooner upon receipt of written notice from the Disclosing Party.

9. Ownership; Intellectual Property Rights:

- a. Customer Data. For purposes of this Agreement, Customer Data means any and all information, data, materials, works, expressions, or other content, including any that are
 - i. uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer or any Authorized User for use as part of the Services; or
 - ii. collected, downloaded, or otherwise received by WISD on Customer's behalf pursuant to this Agreement. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Customer Data are themselves also Customer Data.
- b. Exclusion from Customer Data. For purposes of this Agreement, Customer Data shall not include templates or other data formats for Customer Data ("Data Formats"). Customer agrees that WISD may use Data Formats provided by Customer for business purposes outside of this Agreement.
- c. Ownership of Customer Data. Customer may, but is not required to, provide Customer Data to WISD in connection with this Agreement. As between Customer and WISD, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data. By using Customer Data with the Services, Customer is representing it has all necessary notices, consents, and authorizations for the use of Customer Data with the Services as may be required by law, rule, or regulation.
- d. Limited License to Use Customer Data. Subject to the terms and conditions of this Agreement, Customer hereby grants WISD a limited, royalty-free, fully-paid up, non-exclusive license to use the Customer Data as necessary to provide the Services for Customer's benefit as provided in this Agreement for so long as Customer or any Authorized User uploads or stores such Customer Data for Processing by or on behalf of the Provider on the Provider Systems.
- e. Third-party requests for Customer Data. Absent written instructions from Customer to the contrary, WISD will refer any third-party requests for Customer Data to Customer, including any requests pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended ("Act 442").

Washtenaw County Schools Fiber Consortium
Master Service Agreement

Notwithstanding the above, the parties acknowledge they are public bodies and that certain of their public records may be subject to disclosure upon receipt of a request for public records or upon receipt of a subpoena or other order of an administrative agency or court of competent jurisdiction under Act 442. It shall not be a violation of this Agreement if WISD is required to disclose any Customer Data in response to an order, subpoena, or request, including a request under Act 442, after attempting to refer a third-party request to Customer pursuant to this Agreement.

10. User Security and System Use:

- a. WISD will provide the Customer with an appropriate number of Access Credentials to allow the Customer access to the Services. For purposes of this Agreement, "Access Credentials" means a user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services. Customer shall treat the Access Credentials as Confidential Information, and will limit their use to "Authorized Users", which are its employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Services under the rights granted pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder. WISD reserves the right to require the Access Credentials to comply with reasonable security measures, including requirements regarding password parameters and renewal.
- b. Customer shall retain sole responsibility for: (i) any Customer Data and Confidential Information used by the Customer while accessing the Services; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (iv) the security and use of Customer's and its Authorized Users' Access Credentials; and (v) all access to and use of the Services directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.
- c. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (ii) control the content and use of Confidential Information including the uploading or other provision of Confidential Information for the Services.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

- d. Customer is responsible for proper use of the Services. WISD reserves the right to temporarily, and without notice, limit the access to any system or service for users or facilities in order to maintain security and availability of services and customers.

11. Compliance with Laws:

- 12. Each Party agrees to comply with all applicable laws in the performance of this Agreement.

13. Warranties and Warranty Disclaimer:

- a. WISD warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards. If the Services are completed incorrectly and/or not in accordance with the Customer's specifications and/or industry standards, WISD will promptly re-perform or correct the Services at no additional charge.
- b. **WISD DISCLAIMS ALL WARRANTIES OTHER THAN THOSE PROVIDED IN THIS AGREEMENT AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. Limitation of Liability:

- 15. **NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, WISD'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, MAY NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.**

16. Miscellaneous:

- a. This Agreement shall be governed by the laws of the State of Michigan. The parties agree that the Washtenaw County Circuit Court shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. Notices. All notices, requests and demands given to or made upon the Parties shall be in writing and shall be mailed properly addressed, postage prepaid, registered or certified, or personally delivered to either Party at the address listed below or to such other addresses as either Party may designate in writing. Such notice shall be deemed received by the close of business on the date shown on the certified or registered mail receipt, or when it is actually received, whichever is sooner.

To WISD : Washtenaw ISD
 1819 S. Wager Rd
 Ann Arbor, MI 48106
 ATTN: Superintendent
 CIO, Technology Department

Washtenaw County Schools Fiber Consortium
Master Service Agreement

To Customer:

Copy to:

- (a) Approvals: Any required approvals under the Agreement are to be provided by one or more of the individuals identified below for each Party or by any other individual identified in writing by the Party.

For WISD:

Naomi Norman, Superintendent
R. Stephen Olsen, Board President

For Customer:

Christopher Timmis, Superintendent
Mara Greatorex, Board President

- (b) Severability. If any provision of the Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect.
- (c) Waiver. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.
- (d) Counterparts. Delivery by Facsimile or E-Mail: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email shall be binding to the same extent as an original signature page.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

- (e) Integration Clause. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification, or waiver of this Agreement shall be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.
- (f) Force Majeure. No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or suppliers, strikes, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof shall be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing shall use its reasonable best efforts to remedy the cause or causes preventing it from performing.
- (g) Audit Information. Both parties agree to participate in any reasonable auditing requirements of the other parties as long as it doesn't impact security, intellectual property or confidentiality rights as outlined in this agreement. Specifically, both parties agree to share audit results of the most recent internal control audit.

Washtenaw County Schools Fiber Consortium
Master Service Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the date first set forth above.

Dexter Community Schools

Christopher Timmis, Superintendent

Mara Greateorex, Board President

Date

Date

Attachment A
Washtenaw County Schools Fiber Consortium Services Provided

1. Base Services:

(a) Infrastructure and Internet Access Management:

The WISD will provide Network services for the School District to connect to the WISD data center, as well as internet access and hosting services, subject to Customer's participation and compliance with E-rate requirements. Participants are permitted to use the fiber network for educational use and in line with E-rate requirements. Failure to participate and comply with E-rate requirements may result in an additional charge for eligible services.

(b) Consortium Supported Data Integration / Interchanges:

WISD will provide data conversion and integration services in support of the use of the Software Systems, including:

- (i) DataHub Integration for Customers to the Software Systems;
- (ii) Automated data integrations available to provide data to or accept data from unsupported systems based on mutually agreed formats and frequencies. WISD prefers and encourages the use of integrations in Production status in the [Michigan Data Hub Product Catalog](#).

(c) Network/Cyber Security Services:

WISD will provide assistance in support of implementing the CIS Controls, including:

- (i) Review and advise on system configuration and Customer procedures based on security best practices.
- (ii) Provide the Customer's Assigned personnel with the tools and skills to manage Security Systems shared by the consortium.
- (iii) Provide the Customer with an annual Security Assessment Report. This is not a full penetration test, but rather a baseline review for data and network security vulnerabilities.

2. Software Systems:

WISD will provide access to and help administer software systems (software, process and services) to simplify school business and operations listed below (collectively the "Software Systems"), and will provide the necessary licensing, upgrades and hotfixes for those Software Systems. The supported school business and operations include:

- (a) Financial Management & Human Resource Management (New World)
- (b) Student Information Management (PowerSchool)
- (c) Special Education Student Information Management (PowerSchool Special Programs)
- (d) Learning Management System (Moodle or other solution as agreed on by the consortium)
- (e) Library and Inventory services (Follett Destiny)

Attachment A

Washtenaw County Schools Fiber Consortium Services Provided

The functionality of the Software Systems provided by WISD may be changed or altered from time to time as needed to reflect existing technology.

3. Documentation:

WISD will provide Assigned Staff with the training materials, recorded video material, online content, documentation and other written information to manage the systems related to the Services.

4. Training Support:

WISD will provide training to the Assigned Staff, as defined in paragraph 2 of this agreement, on the use and operation of the Software Systems. WISD provides such training on a “train the trainer” basis, providing instruction to the Assigned Staff so that Assigned Staff may provide further training to other Customer employees. WISD will provide one primary training session for Assigned Staff once per school year, which other Customer employees may attend at no additional charge. Additional training may be requested by Customer and agreed to by WISD, subject to an hourly charge.

5. Systems Support:

WISD will provide standard support services for the Software Systems (“Support”) which includes support Monday – Friday, 7 AM – 4:30 PM EST (excluding all scheduled holidays) plus 24x7 emergency support, in accordance with the below:

- (a) Support will be provided in a professional and workmanlike manner;
- (b) Subject to the terms and conditions of this Agreement, Provider will use commercially reasonable efforts to make the Software Systems “Available” for access and use by the Customer in accordance with the then applicable Specifications during the Prime Time of Business Days. The term “Business Days” means Monday through Friday excluding holidays. The term “Prime Time” means Business Days, Monday - Friday, 7:00 AM to 4:30 PM EST. For purposes of this section, the Availability of Software Systems shall not be measured as to any inability of Customer to access or use the Software Systems because of:
 - (i) Any act or omission by Customer or any Authorized User that does not strictly comply with the Agreement, any instructions from WISD, or the Specifications;
 - (ii) Any delay or failure of performance caused in whole or in part by Customer’s delay or failure to perform any of its obligations under this Agreement;
 - (iii) The Customer’s or its Authorized User’s Internet connectivity; or
 - (iv) Failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by WISD pursuant to this Agreement.
- (c) Customer may request support and service pursuant to this Agreement by email, telephone, Service Ticket or such other means as the parties shall agree to in writing (a “Support Request”).

Attachment B
Washtenaw County Schools Fiber Consortium Customer Responsibilities

1. Customer Responsibility

- (a) Maintain staffing resources to manage the systems as defined in Table 1.
- (b) Provide the WISD Technology department updated contact information for staffing in Table 1.
- (c) Staff or support agreements to support, configure and maintain integrated systems not supported by WISD as defined by software systems listed in Attachment A.
- (d) Maintain and implement the following measures required to protect, secure and maintain the Fiber Consortium as determined by the governing body including, but not limited to:
 - i. Secure physical access to Consortium equipment.
 - ii. Provide sufficient electrical to maintain infrastructure equipment.
 - iii. Purchase and implement End Point detection and response capability on all devices accessing the Network.
 - iv. Implement Perimeter Security on all external connections with access to the Consortium Network.
- (e) District agrees to provide access to District premises at such time as is necessary for the WISD staff to perform the above-described tasks. However, District may require at least one-week prior notice related to the use of certain facilities.

Table 1 – Contacts for Systems support

| Network Connectivity and Security | |
|---|--|
| Assigned Staff Title and Responsibilities | WISD Alternate |
| <u>Network Technician</u> - Manage all network and server infrastructure and storage systems including configuration, implementation and user access. | Customers that need assistance with these tasks will be invoiced for the time at a rate of \$71.21/hr* |
| <u>Security Technician</u> - Coordinate and monitor district network and server infrastructure and end user devices for security compliance. | Customers that need assistance with these tasks will be invoiced for the time at a rate of \$71.21/hr* |
| Business Systems | |
| Assigned Staff Title and Responsibilities | WISD Alternate |

Attachment B
Washtenaw County Schools Fiber Consortium Customer Responsibilities

| | |
|--|--|
| <u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist with providing federal, state and local compliance and statistical reports for Customer; assist in defining and maintaining local business processes within the system. | Please reach out to WISD Director of Finance |
| <u>Payroll Processor</u> - Coordinate time entry input across all Customer locations; Coordinate attendance entries for pay periods; Validate new employee payment and all contract changes; Run and balance bi-weekly pay run; Validate ORS file; Update payroll process documentation; Assess payroll processes | Please reach out to WISD Director of Finance |
| <u>Payroll Supervisor / Business Manager</u> - Review and sign off on payroll register; Provide contract for all unions / bargaining units; Provide all notices of contract and salary changes; Ensure time entry is completed in a timely fashion; Wire transfers (direct deposit, taxes, ORD, TSA) | Please reach out to WISD Director of Finance |
| Student Information Systems | |
| Assigned Staff Title and Responsibilities | WISD Alternate |
| <u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist with providing federal, state and local compliance and statistical reports for Customer; assist in defining and maintaining local business processes within the system. | Customers that need assistance with these tasks will be invoiced for the time at a rate of \$73.87/hr* |
| <u>State Reporting / Pupil Accountant</u> - Coordinate and monitor required district, building, program and individual documentation required to verify pupil membership as outlined in the Michigan Pupil Accounting Manual (PAM) published by the Michigan Department of Education Office of School Ad and School Finance or replacement manual as defined by the State of Michigan and CEPI data systems manuals. | Customers that need assistance with these tasks will be invoiced for the time at a rate of \$73.87/hr* <i>WISD will not submit State Reports for local district unless authorized and approved by the Superintendent or designee.</i> |
| <u>District Trainer</u> - Coordinate training and instruction associated with the Student information System. | Customers that need recurring or supplemental assistance will be invoiced for the time at a rate of \$73.87/hr* |

Attachment B
Washtenaw County Schools Fiber Consortium Customer Responsibilities

| Library Systems Information | |
|--|--|
| Assigned Staff Title and Responsibilities | WISD Alternate |
| <u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist in defining and maintaining local business processes within the system. | Customers that need assistance with these tasks will be invoiced for the time at a rate of \$81.84/hr* |
| Learning Management Systems | |
| Assigned Staff Title and Responsibilities | WISD Alternate |
| <u>System Administrator</u> - Manage system including configuration, implementation and user security; develop reports; manage data requests; assist with providing federal, state and local compliance and statistical reports for Customer; assist in defining and maintaining local business processes within the system. | Customers that need assistance with these tasks will be invoiced for the time at a rate of \$81.84/hr* |
| * Includes up to 2% annual increases | |

Attachment C**Washtenaw County Schools Fiber Consortium Annual Fees & Payment Schedule****1. Fiber Consortium – Base Services: Network & Internet Access, Data Integration, Cyber Security**

| Year | Fees |
|---|-------------|
| July 1, 2022 – June 30, 2023 | \$17.00/FTE |
| + One time setup fee of \$5,000 for new Customers | |

2. Student Information System Hosting Only

| Year | Fees |
|---|------------|
| 1 – July 1, 2022 – June 30, 2023 | \$2.00/FTE |
| + One time setup fee of \$5,000 for new Customers | |
| *PS Administrative services are charges separately per the Staffing costs in Attachment B | |

3. Business Systems Hosting

| Year | Fees |
|---|------|
| Business Office invoices based on student allocation percentage for system License/support Fees and Technical services. | |
| + One time setup fee of \$5,000 for new Customers | |
| *Application support goes to Tyler Tech directly | |

4. Special Education Student Information Management (PowerSchool Special Programs)

| Year | Fees |
|---|------|
| Special Education Students are covered through Special Education funding. | |
| Active Gen Ed 504 students - Invoiced at \$10/student based on students with active 504 plan at February Count Day. | |

5. Additional Server Hosting

| Year | Fees |
|---|------|
| Fiber Consortium Members can request servers to be hosted on Consortium hardware. There will be an initial setup fee based on server requirements and annual fee for maintenance of \$750 will be assessed per server. | |

6. Backup Storage

| Year | Fees |
|--|------|
| Annual fee of \$249 for yearly maintenance plus \$17 per 1 TB of storage requested | |
| + One time setup fee of \$150 for new Customers. This fee will cover configuration, deployment, and training for storage allocation. | |

7. Follett

| Year | Fees |
|--|------|
| Invoiced based on licensure costs for modules selected by party. | |

Attachment C

Washtenaw County Schools Fiber Consortium Annual Fees & Payment Schedule

Invoicing

- (a) WISD's fees for the Base Services is calculated on the Student FTE
- (b) FTE shall be based on FTE for audited Fall Count
- (c) WISD shall invoice Customer for the Services in accordance with the following payment schedule: Annually

This Fee Schedule will be updated annually and shared with all Customers.



Dexter Community Schools

Nice Job Notes

JAN 2022

Joel Anderson
Julie Arbour
Jessica Baese (3)
Matt Bell
Gina Benson
Ashley Bunton
Kirsten Butler (2)
Matt Caves
Julie Chiavazza
Janine Comella
Comm Ed Bball refs
Cheryl Darnton
Melanie Dever
Nicole Durbin (2)
Deb Eber
Megan Fichtner
Sarah Fisk
Megan Ford
Alex Gilbert
Ruth Hamilton
Murphy Hansen (2)
Elizabeth Hashikawa
Katie Heikkila (3)
Chris Hoelscher
Abby Holland
Jill Jastren
Karen Johnson
Annette Jones
Beau Kimmey
Kevin Knapp
Lauren Leffel
Maria Mast
Alli Mattson

Krista McDonnough (2)
Jennifer McGill
Rick Munir
Melanie Nowak (2)
Kalli Nowitzke (2)
Amanda Parker (2)
Brett Pedersen
Renee Petik
Drake Reinert
Shelley Rychener
Michelle Sherman
Julie Snider
Pam St. Charles
Savannah Stiddom
Dennis Stockwell
Melissa Tippens
Tim Tobias (2)
Wilbur Tong
Annabel VanNoord
Jenny Whipple
Noelle Whipple

JANUARY 2022 = 66
RUNNING TOTAL
= 39299

