



**PLYMOUTH-CANTON**  
COMMUNITY SCHOOLS

**GLOBALLY FOCUSED. LOCALLY CONNECTED.**

**454 S. Harvey  
Plymouth, Michigan**

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 a time for public participation during the meeting as indicated in the agenda item Citizens' Comment.

**Citizens' Comment Cards must be submitted before the start of the Board meeting per district policy #0167.3**

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## **Regular Meeting - Tuesday, May 28, 2024 - 7:00 p.m.**

### **2023-2024 Meeting Calendar**

[Calendar of Board Meetings 2023-2024 \(p. 4\)](#)

### **Call The Meeting to Order**

- o Roll Call
- o Pledge of Allegiance

### **A. Adoption of Agenda/Approval of Consent Agenda**

Action Item #24-05-77

#### **1. Human Resources**

**New Hires**

[New Hires \(p. 5\)](#)

**Resignations and Retirements**

[Resignations and Retirements \(p. 8\)](#)

#### **2. Approval of Minutes**

[Regular Meeting Minutes- May 14, 2024 \(p. 9\)](#)

#### **3. Final Reading Policies**

[Policy #2210-Curriculum Development \(p. 14\)](#)

[Policy #2451-Alternative High School \(p. 17\)](#)

[Policy #5410-Promotion, Placement, and Retention \(p. 19\)](#)

#### **4. Action Items**

Consider Approval of a Resolution for the Michigan High School Athletic Association (MHSAA) Membership for the year 8-1-24 through 7-31-25 (First and Final Reading)

[MHSAA Resolution 2024-2025 \(p. 21\)](#)

Consider Approval of a Cooperative Education Agreement between Novi Community Schools and Plymouth-Canton Community Schools (First and Final Reading)

[Cooperative Education Agreement with Novi Community School District \(p. 23\)](#)

## **B. Celebrating Success**

Casen Sharp, Student Support Coordinator (Miller Elementary School)  
Kathy Grodus, P-CCS Psychologist / Mental Health Manager  
Presenter: Member Kehoe

## **C. Board Committee Reports/Action**

### **1. Student Performance & Achievement Committee (SPA)-Anupam Sidhu**

Next Meeting: Monday, June 3, 2024 - 5 p.m.

### **2. Policy Committee-Patti McCain**

Next Meeting: Tuesday, June 25, 2024 - 5:30 p.m.

### **3. Finance and Operations Committee-Patrick Kehoe**

Next Meeting: Thursday, June 6, 2024 - 5 p.m.

### **4. Student Voice in Action Committee-Josh Patterson & Sae Pawar**

Next Meeting: TBD - Fall 2024

## **D. Administrative Reports/Recommendations**

### **1. Superintendent's Report**

### **2. Finance and Operations - Jill Minnick**

2024-2025 Budget Progress Update (Presentation)

[Budget Updates Presentation 2024-2025 \(p. 34\)](#)

Consider Approval of a Resolution for a Salem High School Chiller Replacement (First Reading)

[Resolution-Replace Salem High School Chiller \(p. 55\)](#)

Action Item #24-05-78: Consider Approval of a Resolution to Purchase P-CEP Computer Lab Equipment (Final Reading)

[Resolution-Purchase P-CEP Computer Lab Equipment \(p. 74\)](#)

Action Item #24-05-79: Consider Approval of a Resolution to Purchase 200 Classroom Document Cameras (Final Reading)

[Resolution-Purchase of 200 Document Cameras \(p. 91\)](#)

Action Item #24-05-80: Consider Approval of a Resolution for Local District Vote on Wayne RESA Budget (First and Final Reading)

## E. Citizens' Comments

## F. Follow-up Board Questions

## G. Adjournment

**District Vision:** P-CCS will deliver an innovative educational experience which propels each student to excellence.

**District Mission:** P-CCS will develop capable, involved citizens who recognize that they are citizens of the world, use critical thinking skills, and are lifelong learners.

# PLYMOUTH-CANTON

COMMUNITY SCHOOLS

GLOBALLY FOCUSED. LOCALLY CONNECTED.

## E.J. McClendon Educational Center

454 S. Harvey, Plymouth, MI 48170

### Meeting of the Board of Education

**2023-2024**

(subject to change)

DATE	TIME	MEETING TOPIC	LOCATION
May 28, 2024	6:30 p.m.	Special Meeting	E.J. McClendon Center
May 28, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
June 11, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
June 25, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center

Regular meetings of the Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, shall be held on the second and fourth Tuesdays of each month (except 8-29-23 = 5<sup>th</sup> Tuesday) (there will be only one meeting in July (7-11-23), one meeting in December (12-12-23), and one meeting in March (3-12-24).

The Board shall comply with Subtitle A of Title II of the Americans with Disabilities Act of 1990, being Public Law 101-336, 42 USC 12101 et. Seq. or successor law. Requests for reasonable accommodation to participate in the meeting may be made by calling Diane Robertson, Executive Assistant to the Superintendent, at 734-416-3048 for voice & TDD calls or email to [diane.robertson@pccsk12.com](mailto:diane.robertson@pccsk12.com) five days in advance of the meeting. Video recording of any open meeting is permitted with prior approval of the Superintendent. *Updated 5-21-24*



**MEMORANDUM**

**TO:** Dr. Monica Merritt, Superintendent  
Board of Education Members

**FROM:** Abdul Madyun  
Chief Human Resource Officer

**RE:** Plymouth-Canton Community Schools  
Computer Technician

**DATE:** May 28, 2024

Attached is the resume of Stephanie Pettovello who is being recommended for the Computer Technician position. It is the consensus of the committee that Stephanie Pettovello be appointed to the position.

**BOARD RESOLUTION**

It was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Board of Education approves the appointment of Stephanie Pettovello to the position of Computer Technician.

Ayes \_\_\_\_\_ Nays \_\_\_\_\_

# Stephanie Pettovello

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## SKILLS

Adobe Creative Suite  
Problem-Solving  
Personnel Training  
Software Installation  
Objective Development

Adaptability  
Microsoft Office  
Equipment Purchase  
Customer Service  
Microsoft Access

Time Management  
Communication  
Equipment Repairs  
Computer Diagnostics  
A/V Equipment

## EDUCATION

### University of Michigan-Dearborn, Dearborn, MI - Bachelors of Arts (BA) - Journalism and Media Production

- Courses and internship software experience includes: Adobe Illustrator, Adobe Premiere Pro, Final Cut Pro, Adobe Audition, Audacity, and Adobe Photoshop.

### Schoolcraft College, Livonia, MI - Computer Science

- Courses include: Intro to Cybersecurity, Database: Microsoft Access, System Development & Design, Intro to C++, Adobe Illustrator, and Adobe Photoshop, and Intro to HTML & CSS utilizing Adobe Dreamweaver.

### Washtenaw Community College, Ann Arbor, MI - Information Systems

- Courses include: Cisco Networking Academy (CCNA), Intro and Advanced Java programming, Intro to Linux, and SQL Database Management.

## EXPERIENCE

### Desktop Support Specialist Senior

March 2024 - Present

*Michigan Medicine, Ann Arbor, MI*

Provided in person, over the phone or remote desktop support. Installed, set up, maintained, and troubleshoot hardware and software across four medical buildings, including Windows PC, printers, and medical software.

### Computer Technician

August 2020 - March 2024

*Plymouth-Canton Community Schools, Plymouth, MI*

Demonstrated leadership by taking initiative to create written tutorials to enable faculty self-service. Created training materials and documentation of the job processes and procedures and updated material as new software and hardware changes were made. Learned new software and took initiative to deeper research said software to troubleshoot potential issues with a proactive approach to provide better assistance if issues arise. Installed, set up, maintained, and troubleshoot district hardware and software across 26 schools and administration buildings, including Windows PC, Mac OS, Linux OS, Chromeboxes, Chromebooks, iPads, mobile devices, networks, interactive displays, Cisco management tools, FOG (Free Open-source Ghost), A/V equipment, LanSchool classroom management software, and Active Directory. Communicated verbal and written instructional solutions to staff in person, over the phone, and remotely utilizing Microsoft QuickAssist and Zoom, and updated Jira Service Management with details of the troubleshooting steps and solution.

### Program Assistant

August 2019 - August 2020

*Plymouth-Canton Community Schools, Plymouth, MI*

Managed and represented the Community Education Dept. via email and phone by answering questions, inquiries, and solving problems. Created flyers for upcoming courses to promote on social media and the district website. Produced, managed, and shared spreadsheets to help organize and monitor schedules and rosters for classes and program offerings. Assisted with editing the seasonal

# Stephanie Pettovello

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brochures. Managed the course database (RecPro) and created reports with class rosters, upcoming course schedules, and made changes when courses needed summary, schedule or location changes.

## **Special Education Paraprofessional**

October 2018 - August 2019

*Plymouth-Canton Community Schools, Plymouth, MI*

Provided one-on-one and group support to students. Managed behavioral and instructional logs, and monitored and followed pre-established goals and objectives for the student.

## **Guest Service Manager Assistant**

July 2018 - September 2018

*Busch's Fresh Food Market, South Lyon, MI*

Acting manager in charge of the store for all staff on duty, sales and cash management, and store closings. Assisted guests, and ensured completion of daily tasks by setting clear performance expectations, and providing knowledgeable guidance when training associates.

## **Associate Producer**

January 2018 - May 2018

*96.3 WDVD The Blaine Fowler Morning Show Intern, Cumulus Media, Detroit, MI*

Provided the roles of editor of the 60 second Dish Nation video spots daily, assistant board operator, and assistant manager of the show. Utilized Op-X broadcast software, recorded and edited each segment using Adobe Audition, answered and screened phone calls for on-air discussions, wrote summaries of each segment to post on the website, created social media videos and posts for the morning show, and trained the new interns.

## **Producer**

January 2017 - December 2017

*MiCrossroads, Internship, Dearborn, MI*

Produced, hosted, and edited feature packages, directed and organized the production start to finish, made the final approvals of video selections for each segment, and led the team of interns.

## **Media Production Assistant**

September 2016 - April 2018

*JASS Department TV Studio, University of Michigan-Dearborn, Dearborn, MI*

Managed and maintained video and audio production equipment for student reservations and maintenance, provided troubleshooting and training skills when Mac computers and Adobe Creative Cloud software caused issues for students, and assisted with studio setup and production, as needed. Filmed and edited classroom lectures and campus wide events such as TEDxUMDearborn and the COB Executive Speaker Series.

## **Service Desk Technician**

April 2016 - June 2016

*ITS Service Desk, University of Michigan-Dearborn, Dearborn, MI*

Answered phone and online questions and issues regarding faculty, staff, student, and visitors' technology, assisted in the movement of computer equipment between faculty offices, responded to classroom technology emergencies, and cleaned, setup, and checked classroom projector equipment.

## **Mobile Sales Consultant**

March 2016

## **Geek Squad Consultation Agent**

May 2016

## **Verizon Expert**

September 2016 - October 2016

*Best Buy, Novi, MI*

Provided knowledgeable advice and a consultative sales approach to guide customers to the best phone and plan for their needs, helped troubleshoot phones and computers, generated high customer service satisfaction per customer survey results, and was promoted to full-time Verizon Expert.

## **English Language Paraprofessional**

November 2014 - June 2015

*Dodson Elementary School, Plymouth-Canton Community Schools, Plymouth, MI*

Supported classroom learning and English Language Proficiency Standards under the direction of the teacher in small groups and with individual students, assisted students with classroom assignments and projects, and administered the yearly WIDA assessment.

**2023/24 SCHOOL YEAR**

**RESIGNATIONS**

**NAME, ASSIGNMENT, DATE OF HIRE**

DEIBLER, HEATHER  
(0.4) SPEECH PATHOLOGIST  
ALLEN  
08/30/2021

**REASON, EFFECTIVE DATE**

Resignation effective June 12, 2024.

PIERCE, MCKENNA  
EXECUTIVE ASSISTANT STUDENT/FAMILY ENG.  
PCCS EDUC. SUPPORT CENTER  
11/07/2022

Resignation effective May 23, 2024.

**RETIREMENTS**

BAKER BERRYHILL, JENNIFER  
ELEM. CLSRM.  
SMITH  
11/01/2001

Retirement effective June 12, 2024.

DEMAREST, MARY  
SOCIAL WORKER  
PIONEER  
08/28/2000

Retirement effective June 12, 2024.

RUGH, CHRISTOPHER  
HS ASSISTANT PRINCIPAL  
CANTON  
10/01/2012

Retirement effective May 31, 2024.

SEXTON, ELIZABETH  
MEDIA SPECIALIST  
DODSON  
08/28/1989

Retirement effective June 12, 2024.

WILSON, THEODORE  
ELECTIVE-21ST CENTRY SKLS-PROJ BASED LRN  
DISCOVERY  
09/04/2001

Retirement effective June 30, 2024.

**MOTION:**

**AUTOMATICALLY ACCEPT AS PART OF THE CONSENT AGENDA ACTION.**

**"Move that the Board of Education approve the above Leaves, Resignations and Retirements as listed above."**

**BOARD OF EDUCATION REGULAR MEETING MINUTES**  
**May 14, 2024**

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Regular Meeting on Tuesday, May 14, 2024, at 7 p.m. at the E. J. McClendon Educational Center, 454 S. Harvey Street, Plymouth, Michigan, 48170.

Secretary Sidhu called the Regular Meeting to order at 7 p.m. in the Boardroom.

It was moved by Member McCoin to nominate Secretary Sidhu as Chairman Pro Tem to preside over this evening's Regular Board meeting, in accordance with Robert's Rules, due to the absence of the President and Vice President.

Ayes: Members Kehoe, McCoin, Sidhu, and Westra

Nays: None

The motion was carried 4-0

Present: Members Kehoe, McCoin Sidhu, and Westra

Absent: Members Christenson, Picard, and Wilson

Administrators Present: Dr. Monica L. Merritt, Superintendent of Schools  
Dr. Liz Vartanian-Gibbs, Assistant Superintendent of Student & Family Engagement  
Mr. Kurt Tyszkiewicz, Assistant Superintendent of Student Services  
Ms. Jill Minnick, Chief Finance and Operations Officer  
Ms. Bethany Rayl, Chief Academic and Innovation Officer  
Mr. Abdul Madyun, Chief Human Resource Officer  
Ms. Carly Rays, Assistant Director of Marketing and Promotion  
Mr. Josh Meier, Director of Safety and Security  
Mr. Mark Salzer, Director of Integrated Technology Systems

Others Present: Ms. Diane Robertson, Executive Assistant to the Superintendent and Board  
Mr. Josh Patterson, SVA Student Co-Chair

Secretary Sidhu led the Pledge of Allegiance.

**A. Adoption of the Agenda/Approval of the Consent Agenda**

**Action Item #24-05-73:** It was moved by Member Kehoe and seconded by Member McCoin to adopt the Agenda and the Consent Agenda as presented. The Consent Agenda consisted of New Hires, Resignations, Retirements, Tenure Recommendations, Regular Meeting Minutes of April 23, 2024, First Reading Policies, and a Cooperative Education Program Agreement with Livonia Public Schools.

Ayes: Members Kehoe, McCoin, Sidhu, and Westra

Nays: None

The motion was carried 4-0

**New Hires**

Stone, Deborah	Social Worker Hoben/Isbister Elementary Schools	Effective 5-1-24
Noroyan, Alexander	Principal Discovery Middle School	Effective 3-15-24

**Resignations**

McCoy, Susan	Media Specialist Farrand Elementary School	Resignation Effective 6-30-24
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**Retirements**

Gruszczynski, Timothy	Director of Facilities & Capital Projects Educational Support Center	Retirement Effective 6-30-24
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Lizzio, Marcia	Forensic Science Salem High School	Retirement Effective 6-12-24
Schlaud, Rick	Elementary Classroom Bentley Elementary School	Retirement Effective 6-12-24
Shuler, Vickie	Executive Assistant Administrative Building	Retirement Effective 5-31-24
Sourbeck, Susan	Innovation Period Teacher Hulsing Elementary School	Retirement Effective 6-30-24
Stevens, MaryAnn	Nurse Plymouth High School	Retirement Effective 6-30-24
Watson, Noreen	Elementary Classroom Dodson Elementary School	Retirement Effective 6-12-24

#### Tenure Recommendations

Norian, Linda	Elementary Classroom Isbister Elementary School	Tenure Effective 8-26-23
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#### Approval of Minutes

The Regular Meeting Minutes of April 23, 2024, were approved as presented.

#### First Reading Policies

- Policy #2210 – Curriculum Development
- Policy # 5410 – Promotion, Placement, and Retention

#### Action Items

- Approved a Resolution for a Cooperative Education Program Agreement between Livonia Public Schools and Plymouth-Canton Community Schools for the 2024-2025 school year (First and Final Reading)

### **B. Celebrating Success**

Member Sidhu presented the Volunteers in Service Award (VIPS) to Whiteline Express, Ltd. and its dedicated employees in recognition of their ongoing support of our school district. Whiteline Express, a trucking company based in Plymouth, MI, has partnered with P-CCS for eight years helping distribute meals to district families in need during the holidays. Ms. Sara Blake accepted the award on behalf of the company. She reaffirmed their commitment to continue supporting P-CCS, ensuring that families facing difficult times have food on their tables for a comfortable and worry-free holiday season.

### **C. Board Committee Reports/Action**

#### Student Performance and Achievement Committee (SPA) - Anupam Chugh Sidhu

Member Sidhu shared that the SPA Committee met on May 1, 2024, and reviewed Middle School grading policies, pilot programs to provide teacher flexibility, and policies related to out-of-country field trips. The next SPA meeting date has been updated, and the committee will meet on Monday, June 3, 2024, at 5 p.m. in the Boardroom at the E.J. McClendon Educational Center. Everyone is welcome to attend.

#### Policy Advisory Committee - Patti McCoin

Member McCoin shared that the Policy Committee has not met since the last Board meeting. The next policy meeting is scheduled for May 28, 2024, at 5:30 p.m. in the Collaboration Room at the E.J. McClendon Educational Center, and everyone is welcome to attend.

#### Finance and Operations Committee - Patrick Kehoe

Member Kehoe shared that the F&O Committee met on May 9, 2024, and reviewed renderings for the third stadium being constructed at P-CEP. The committee also reviewed a purchase for desktop computers, a purchase for classroom document cameras, and March financial statements. The next F&O meeting will be held on May 23, 2024, at 5 p.m. and will be held at Salem High School to allow board members to attend the Salem Honors Night Ceremony. Everyone is welcome to attend.

*Student Voice in Action Committee* – Josh Patterson and Sae Pawar

Liz Vartanian-Gibbs shared that the SVA Committee has not met since the last Board meeting. The next SVA meeting is scheduled for May 20, 2024, in the Canton High School Media Center, and everyone is welcome to attend.

**D. Administrative Reports/Recommendations****Superintendent's Report**

Superintendent Merritt proudly announced that Canton, Plymouth, and Salem High Schools have earned prestigious rankings in the latest U.S. News and World Report assessment. These schools are among the top 50 high schools in Michigan and within the top 5% of public high schools nationwide. Specifically, Plymouth ranks 26<sup>th</sup>, Salem 29<sup>th</sup>, and Canton 31<sup>st</sup> in Michigan out of over 1,100 high schools surveyed in the state and 25,000 nationwide. She expressed gratitude to our exceptional teachers, staff, and administrators for their dedication to providing a world-class education and to our hardworking and committed students.

During Teacher Appreciation Week, P-CCS thanked its talented educators with events across the district spotlighting their daily efforts to foster student success. Everyone is encouraged to support all staff members by contributing to the P-CEF "Thank a Teacher, Salute a Staff" Campaign. Each \$25 donation will honor recipients with a personalized certificate of appreciation and recognition on the PCEF social media platforms. For donation details, please visit the P-CEF Facebook page.

She also highlighted the recent Ford Motor Company event held at the P-CEP campus to showcase the district's exceptional Career and Technical Education Programs. In addition to presenting their latest vehicles, the event highlighted the student-built electric car and hot rod. Blackwell Ford and Bill Brown Ford generously donated two 2024 Ford Mustangs and a 2022 Bronco Raptor to the P-CCS auto program. Representatives from Ford engaged with students, discussing career pathways and providing information about employment opportunities at local Ford dealerships.

Superintendent Merritt invited the community to attend the annual P-CCS K-12 Art Show this Saturday, May 18, in the Salem High School cafeteria. Artists from all grade levels will showcase their work, and awards will be presented to pieces from every age group.

She extended gratitude to the students, staff, and community volunteers whose efforts made this year's SJ5K charity race an outstanding success and illustrated the unity within the Plymouth-Canton community to help those in need.

In closing, Superintendent Merritt recognized the recent awards and accomplishments of district students, congratulating the East Middle School Science Olympiad team, members of the Plymouth High School and Pioneer Middle School E-Sports teams, middle school student participants in the State Civics Bee, and P-CEP video production students.

**Student Services / Security – Kurt Tyszkiewicz**

Mr. Josh Meier, Director of Safety and Security, gave a presentation highlighting significant safety and security enhancements implemented during the 2023-2024 school year. The department aims to make P-CCS schools safer by focusing on prevention, response, and recovery, aligning with the district's Dynamic Plan to create a positive learning environment where everyone feels safe and valued.

Key security improvements, funded by the state of Michigan, include the installation of eight emergency call boxes, district-wide security radio replacements, access point lockdown emergency lights, a gunshot detection system, a CrisisGo Emergency Management System, a Safe Visitor System, security window film protection, PA system upgrades, and P-CEP radar speed signs. Additionally, CSTAG threat assessment training and continued ALICE training are being provided to employees. In closing, future projects were outlined and include continued system integrations to improve efficiencies and response to school emergencies.

Board members were given an opportunity to comment and ask questions.

**Finance and Operations - Jill Minnick****First Reading Resolutions**

- Consider Approval of a Resolution to Purchase P-CEP Computer Lab Equipment. Mr. Mark Salzer, Director of Integrated Technology Systems, provided an update for this purchase, which is recommended as part of a

computer lab refresh due to the age and performance of current equipment. The price quoted for the desktop computers is through the Midwestern Higher Education Compact (MHE) contract, and the price quoted for the monitors is through the REMC Save contract. People Driven Technology is the preferred vendor for this purchase for an amount not to exceed \$56,931.30. This purchase will be funded with 2020 and 2023 bond funds. (First Reading)

- Consider Approval of a Resolution to Purchase 200 Classroom Document Cameras. Mr. Mark Salzer, Director of Integrated Technology Systems, provided an update for this purchase to replace failed units. Department staff members evaluated six models before recommending the purchase of 200 IPEVO VZ-R HDMI/USB Dual Mode USB 8MP document cameras at a cost of \$199.85 each from Bluum of Minnesota. The total purchase will not exceed \$39,970 and will be funded using 2020 and 2023 bond funds. (First Reading)

Board members were given an opportunity to comment and ask questions.

#### Final Reading Resolutions

- **Action Item #24-05-74:** It was moved by Member Kehoe and seconded by Member McCain to Approve a Resolution for a Property Sale Agreement (Tanger Center Property-40260 Five Mile Road, Plymouth, MI) with Infinity Homes, Inc., in the amount of \$1,200,000. This agreement has been reviewed by legal counsel, and due diligence requirements have been completed. The Board of Education reviewed this purchase in a closed session, with legal counsel in attendance, as allowed under attorney-client privilege. (Final Reading)

Ayes: Members Kehoe, McCain, Sidhu, and Westra

Nays: None

The motion was carried 4-0

- **Action Item #24-05-75:** It was moved by Member Kehoe and seconded by Member McCain to Approve a Resolution to purchase Security Window Film. It is recommended that Safe Haven Defense, Phoenix, AZ, be awarded this contract to purchase and install approximately 6,000 square feet of security window film. This project will be funded for an amount not to exceed \$150,000 from the State of Michigan School Aid Act Section 97 funds and an amount not to exceed \$200,000 from the State of Michigan School Aid Act Section 31aa funds. The total project cost will not exceed \$350,000. (Final Reading)

Ayes: Members Kehoe, McCain, Sidhu, and Westra

Nays: None

The motion was carried 4-0

#### Teaching and Learning – Bethany Rayl

##### Final Reading Resolutions

- **Action Item #24-05-76:** It was moved by Member McCain and seconded by Member Westra to Approve a Resolution to Purchase Middle School Math Curriculum Materials. The team that piloted potential math materials recommends purchasing Amplify Desmos 6-8 Math as the curriculum resource to best support students at P-CCS. This curriculum aligns with the Michigan K-12 Mathematic Standard and Mathematical Practices and emphasizes problem-solving, mathematical modeling, abstract reasoning, and argument construction. Amplify Desmos is an electronic resource with a six-year subscription at a cost not to exceed \$820,441. These resources will be purchased from the 2023-2024 and 2024-2025 budgets and implemented during the 2024-2025 school year and beyond. (Final Reading)

Ayes: Members Kehoe, McCain, Sidhu, and Westra

Nays: None

The motion was carried 4-0

#### E. Citizens' Comments

- Mr. Mark LaPointe spoke on the East Middle School gymnasium floor and the Canton High School mascot.

#### F. Action Items/Discussion



First Reading Policies

- Consider Approval of Policy #2451-Alternative High School Education. This policy was moved from the consent agenda to allow additional Board discussion. The policy language revisions are intended to allow for flexibility and clarity. (First Reading)

**G. Follow-up Board Questions**

None

**H. Adjournment**

Secretary Sidhu adjourned the Regular Meeting at 8:54 p.m.

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Anupam Chugh Sidhu  
Secretary, Board of Education

**PLYMOUTH-CANTON COMMUNITY SCHOOLS**  
Plymouth, Michigan

**M E M O**

MEMO TO: Members of the Board of Education  
Dr. Monica L. Merritt, Superintendent

FROM: Abdul Madyun, Chief Human Resources Officer

DATE: May 22,2024

SUBJECT: **Policy 2210 - CURRICULUM DEVELOPMENT**

Date to Administrator for review: April 2024 Reviewed by: Abdul Madyun

Date reviewed and approved by the Policy Advisory Committee: April 23, 2024

This policy from NEOLA:	<input type="checkbox"/>	reflects current state of the law and should be adopted to have accurate policies
	<input checked="" type="checkbox"/>	is recommended but not required
	<input type="checkbox"/>	is optional

This policy is being brought to the Board of Education for second reading.

**KEY IDEA:**

This policy is being brought forward as part of the policy review process with a minor grammatical revision.

**RECOMMENDED RESOLUTION**

It was moved by member \_\_\_\_\_ and seconded  
by member \_\_\_\_\_ to approve the second reading of **Policy 2210**  
for the Plymouth-Canton Community Schools.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The Motion was: \_\_\_\_\_

Attachments   X   New/Revised/Replacement Policy  
       Current Policy

Book	Policy Manual
Section	Ready for Policy Meeting
Title	CURRICULUM DEVELOPMENT
Code	po2210
Status	
Adopted	August 23, 1993
Last Revised	April 14, 2020

## 2210 - CURRICULUM DEVELOPMENT

The Board of Education recognizes its responsibility for the quality of the educational program of the schools. To this end, the curriculum shall be developed, evaluated, and adopted on a continuing basis and in accordance with a plan for curriculum growth established by the Superintendent.

For purposes of this policy and consistent communication throughout the District, curriculum shall be defined as the courses of study, subjects, classes, resources and organized activities provided by the school consistent with accomplishing the District's educational outcomes.

The Board directs that the curriculum of this District:

- A. provide grade-appropriate instruction on career development in each grade level from kindergarten through 12th;
- B. provides instruction in courses required by statute and State Michigan Department of Education regulations;
- C. ensures, to the extent feasible, that special learning needs of students are provided for in the context of the regular general education classroom or program or classroom and provides for effective coordination with programs or agencies to provide additional supports that are needed to meet those the needs beyond the general education classroom or that cannot be dealt with in the regular program or classroom;
- D. be consistent with the District's philosophy and goals and ensure the possibility of their achievement;
- E. allows for the development of individual talents and interests as well as and recognizes that learning styles preferences of students may differ;
- F. provides a strategy for continuous and cumulative learning through effective articulation at all levels, particularly of those skills identified as essential for college, career, and life role skills life-readiness;
- G. utilizes a variety of learning resources to accomplish the educational goals;
- H. encourages students to utilize guidance and counseling services in their academic and career planning.

As educational leader of the District, the Superintendent shall be responsible to the Board for the development and evaluation of curriculum and the preparation of courses of study.

The Superintendent or designee shall make progress reports to the Board annually.

The Superintendent may conduct such innovative programs as are deemed to be necessary to the continuing growth of the instructional program and to better ensure accomplishment of the District's educational goals.

The Superintendent or designee shall report each such innovative program to the Board along with its objectives, evaluative criteria, and costs.

Unless the Board disapproves, the Superintendent may proceed to conduct the program.

T.C. 1/17/13

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Legal

M.C.L. 380.1282, 380.1166a

PLYMOUTH-CANTON COMMUNITY SCHOOLS  
Plymouth, Michigan

M E M O

MEMO TO: Members of the Board of Education  
Dr. Monica L. Merritt, Superintendent

FROM: Abdul Madyun, Chief Human Resources Officer

DATE: May 22, 2024

SUBJECT: Policy 2451 - ALTERNATIVE HIGH SCHOOL

Date to Administrator for review: April 2024 Reviewed by: Abdul Madyun

Date reviewed and approved by the Policy Advisory Committee: April 23, 2024

This policy from NEOLA:	<input type="checkbox"/>	reflects current state of the law and should be adopted to have accurate policies
	<input checked="" type="checkbox"/>	is recommended but not required
	<input type="checkbox"/>	is optional

This policy is being brought to the Board of Education for second reading.

**KEY IDEA:**

This policy is being brought forward as part of the policy review process with a minor grammatical revision.

**RECOMMENDED RESOLUTION**

It was moved by member \_\_\_\_\_ and seconded by member \_\_\_\_\_ to approve the second reading of **Policy 2451** for the Plymouth-Canton Community Schools.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The Motion was: \_\_\_\_\_

Attachments   X   New/Revised/Replacement Policy  
       Current Policy

Book	Policy Manual
Section	Ready for Policy Meeting
Title	ALTERNATIVE HIGH SCHOOL
Code	po2451
Status	
Adopted	December 13, 2005

#### 2451 - **ALTERNATIVE HIGH SCHOOL**

The Board of Education recognizes that the regular traditional high school program may not be appropriate for all students. There are these students who need an education but the traditional high school program is not the best fit for them based on their individual educational needs. are unable or unwilling to participate properly in the District's established program.

~~As a result of the need for alternative programs for some students, t~~he Board shall provide an alternative high school education program for all students who, in the opinion of the Superintendent, will benefit from this special program.

~~Young people, from the ages of 16 through 19 and~~ Students not currently enrolled in the District, may also attend the alternative high school program upon meeting enrollment conditions prescribed by the Superintendent.

Students assigned to alternative schools or programs shall be eligible to access extracurricular activities including, but not limited to sports activities, as allowed under applicable Board policy, K-12 Student Handbook and code of conduct, MHSAA rules or other alternative program standards adopted by the District.

**PLYMOUTH-CANTON COMMUNITY SCHOOLS**  
Plymouth, Michigan

**M E M O**

MEMO TO: Members of the Board of Education  
Dr. Monica L. Merritt, Superintendent

FROM: Abdul Madyun, Chief Human Resources Officer

DATE: May 22, 2024

SUBJECT: **Policy 5410 - PROMOTION, PLACEMENT, AND RETENTION**

Date to Administrator for review: April 2024 Reviewed by: Abdul Madyun

Date reviewed and approved by the Policy Advisory Committee: April 23, 2024

This policy from NEOLA:	<input type="checkbox"/>	reflects current state of the law and should be adopted to have accurate policies
	<input checked="" type="checkbox"/>	is recommended but not required
	<input type="checkbox"/>	is optional

This policy is being brought to the Board of Education for second reading.

**KEY IDEA:**

This policy is being brought forward as part of the policy review process with a minor grammatical revision.

**RECOMMENDED RESOLUTION**

It was moved by member \_\_\_\_\_ and seconded by member \_\_\_\_\_ to approve the second reading of **Policy 5410** for the Plymouth-Canton Community Schools.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The Motion was: \_\_\_\_\_

Attachments   X   New/Revised/Replacement Policy  
       Current Policy

Book	Policy Manual
Section	Ready for Policy Meeting
Title	PROMOTION, PLACEMENT, AND RETENTION
Code	po5410
Status	
Adopted	August 23, 1993
Last Revised	July 1, 2003

#### 5410 - **PROMOTION, PLACEMENT, AND RETENTION**

The Board of Education recognizes that the personal, social, physical, and educational growth of students will vary and that they should be placed in the educational setting most appropriate to their needs at the various stages of their growth.

It shall be the policy of the Board that each student be moved forward in a continuous pattern of achievement and growth that is in harmony with the student's own growth and development.

Such **a** pattern should coincide with the system of student grouping and the student learning outcomes established by the Board. A student will be promoted to the succeeding grade level when ~~s/he has~~ **they have**:

- A. completed the course requirements at the presently assigned grade;
- B. in the opinion of the professional staff, achieved the student learning outcomes set for the present grade; **as outlined in the administrative guidelines for this policy.**
- C. demonstrated sufficient proficiency to permit ~~him/her~~ **the student** to move ahead in the educational program of the next grade;
- D. ~~demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade.~~

**Students will not be retained in a grade solely at the request of a parent. The decision of retention shall be made by the Principal, who may rely on a retention committee for input, but maintains the final decision regarding retention of students. Moreover, absent extenuating circumstances as determined by the Building Principal, a student shall not be retained more than once. The age of a student, and the ages of other students in the building, shall be considered when determining whether to retain a student.**

Following sound principles of ~~child guidance~~ **research related to child development and evidence-based best practice**, the Board discourages the skipping of grades **and the retention of students.**

The Superintendent shall develop administrative ~~procedures~~ **guidelines** for promotion, placement, and retention of students.  
Revised 7/03





# 2024-25

Action Item #24-05 -77 May 28, 2024  
First and Final Reading  
**1661 Ramblewood Drive**  
**East Lansing, MI 48823**  
**(517) 332-5046**

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

## MEMBERSHIP RESOLUTION

For the year August 1, 2024 — through July 31, 2025

### LIST ON BACK

\_\_\_\_\_ the School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2024-25 must be listed on the back of this form)

\_\_\_\_\_ City/Township of \_\_\_\_\_

County of \_\_\_\_\_, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current HANDBOOK as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2024 and shall remain effective until July 31, 2025, during which the authorization may not be revoked.

### RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

\_\_\_\_\_ School(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
and is so recorded in the minutes of the meeting of the said Board/Governing Body.

\_\_\_\_\_  
(Governing Body Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City & Zip Code)

\_\_\_\_\_  
(Contact E-mail)

\_\_\_\_\_  
Board Secretary Signature  
or Designee

☐ Check if Designee

-OVER-

# Schools Which Are To Be MHSAA Members During 2024-25

**NOTE:** Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades **6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12**; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.**
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.**

## Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

If necessary, list additional schools for either column on a separate sheet.

## Name the Member Junior High /Middle School(s)

(member 6th, 7th and 8th-grade buildings)

List separately from HS even if all grades are housed in the same building.

1. \_\_\_\_\_  
 Name of Member School \_\_\_\_\_  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2024-25 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2024-25 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: ☐ 6 ☐ 7 ☐ 8  
  
☐ **Yes** ☐ **No** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_
2. \_\_\_\_\_  
 Name of Member School \_\_\_\_\_  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2024-25 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2024-25 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: ☐ 6 ☐ 7 ☐ 8  
  
☐ **Yes** ☐ **No** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_
3. \_\_\_\_\_  
 Name of Member School \_\_\_\_\_  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2024-25 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2024-25 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: ☐ 6 ☐ 7 ☐ 8  
  
☐ **Yes** ☐ **No** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_

Please be sure to save document and then send to [camala@mhsaa.com](mailto:camala@mhsaa.com) as an attachment.

## **COOPERATIVE EDUCATION AGREEMENT FOR NOVI VIRTUAL**

THIS COOPERATIVE EDUCATION AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between **NOVI COMMUNITY SCHOOL DISTRICT**, a Michigan general powers school district, whose address is 25345 Taft Road, Novi, Michigan 48374 (“Novi”) and **Plymouth-Canton Community Schools (P-CCS)**, a Michigan general powers school district, whose address is 454 South Harvey Street, Plymouth, MI 48170 (the “Participating District”) (individually, a “Party” and collectively, the “Parties”).

**WHEREAS**, Revised School Code Section 11a, MCL 380.11a, authorizes general powers school districts to enter into agreements, contracts, or cooperative arrangements with other public entities as part of performing the functions of the school district; and

**WHEREAS**, Revised School Code Section 1282, MCL 380.1282, enables school districts to establish and carry on the grades, schools, and departments they consider necessary or desirable for the maintenance and improvement of their schools and determine the courses of study to be pursued; and

**WHEREAS**, the Intergovernmental Contracts between Municipal Corporations Act Section 2, MCL 124.2, authorizes school districts, as “municipal corporations,” to join with any other municipal corporation for the operation of any facility or performance of any service that each would have the power to operate or perform separately; and

**WHEREAS**, State School Aid Act Section 3, MCL 388.1603(7), and Pupil Accounting Manual Section 5-B further authorize school districts to enter into “cooperative education programs,” which are written voluntary agreements to provide certain educational programs for students in certain groups of districts; and

**WHEREAS**, State School Aid Act Section 21f, MCL 388.1621f, in conjunction with Pupil Accounting Manual Section 5-O-D, authorizes school districts to provide “virtual courses,” which are courses of study that are capable of generating a credit or a grade and are provided in an interactive learning environment where the majority of the curriculum is delivered using the internet and in which pupils may be separated from their instructor or teacher of record by time or location, or both; and

**WHEREAS**, Novi provides virtual K-12 programming through Novi Virtual (the “Virtual Program”), and the Participating District is desirous of offering the opportunity of enrollment in the Virtual Program to eligible students, who are those students the Participating District has determined meet the requirements for enrollment in the Virtual Program (“Eligible Students”).

**NOW, THEREFORE**, the Parties agree to the terms and conditions set forth herein.

1. Purpose. Novi will operate a coordinated pilot program through the Virtual Program to deliver virtual educational programming through the use of technology to Eligible Students. The Parties estimate that 20-30 Eligible Students from the Participating District will participate in the Virtual Program.
2. Term. The initial term of this Agreement shall begin on the Effective Date first written above and end on June 30, 2025, but the Parties must approve this Agreement on an annual basis pursuant to Pupil Accounting Manual Section 5-B.
3. Termination. Either Party may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party. Termination shall become effective at the end of the current contract year (i.e., June 30) and shall not relieve the terminating Party from its obligations under the Agreement until the effective date of termination. Termination shall not relieve either Party of its legal obligations regarding virtual courses, including but not limited to the requirement that the Participating District compensate Novi for virtual courses provided to Eligible Students.
4. Available Courses. Novi will create a course catalog of virtual courses (the “Virtual Course Catalog”) that is substantially similar to the course catalog attached at Appendix A. The Virtual Course Catalog will satisfy all requirements of the Revised School Code, State School Aid Act, and Michigan Pupil Accounting Manual. For core subject areas, all courses in the Virtual Course Catalog will meet grade-level content standards established by the Michigan Department of Education.

Each Party will present the Virtual Course Catalog to its respective Board of Education for review and approval. Once approved by its Board of Education, Novi and the Participating District will include the Virtual Course Catalog as part of any other course catalog provided to Eligible Students and their families. The Parties will provide syllabi, the Virtual Course Catalog, and other Virtual Program information to the Michigan Virtual University for inclusion in the statewide course catalog only to the extent required by law. Novi will also publish the Virtual Course Catalog on its website.

5. Virtual Course Provider Obligations. Novi shall offer courses from the Virtual Course Catalog through the Virtual Program, which shall be comprised of live instruction, asynchronous instruction, and on-demand work, and which shall be operated in compliance with Section 21f of the State School Aid Act and Section 5-O-D of the Pupil Accounting Manual. Except as otherwise stated in this Agreement, Novi shall provide all learning materials for virtual courses. In addition, Novi shall fulfill all obligations of a virtual course provider, including but not limited to the following:

- a. Assign each pupil a teacher of record and provide the Participating District with the personnel identification code from the Center for Educational Performance and Information (“CEPI”) for the teacher of record. Each “teacher of record” shall be employed directly by Novi and shall:
  - i. Hold a valid Michigan teaching certificate, substitute permit, authorization, or approval issued by the Michigan Department of Education (“MDE”).
  - ii. If applicable, be endorsed in the subject area and grade of the virtual course.
  - iii. Be responsible for providing instruction, determining instructional methods for each pupil, diagnosing learning needs, assessing pupil learning, prescribing intervention strategies and modifying lessons, reporting outcomes, and evaluating the effects of instruction and support strategies.
  - iv. Have a personnel identification code provided by CEPI.
- b. Ensure that the virtual course is academic in nature and approved by Novi’s Board of Education.
- c. Assign grades and other marks to Eligible Students in the Virtual Program course. For a course required by Michigan law for graduation, a teacher of record shall not award credit unless the student has demonstrated the level of content proficiency required by law.
- d. Have the virtual course offer an open entry and exit method, or align to a semester, trimester, or accelerated term format. Unless the Parties agree otherwise, the Virtual Program will align with Novi’s academic calendar.
- e. If required by law, not later than October 1 each fiscal year, provide the Michigan Virtual University with an aggregated count of enrollment for each virtual course the provider delivered during the preceding school year and the number of enrollments in which the pupil earned 60% or more of the total course points for each virtual course. To the maximum extent allowed by law, the Parties intend for the Virtual Program to be available under this Agreement only to “Eligible Students” as that term is defined in this Agreement.
- f. Assist the Participating District with pupil accounting documentation for Eligible Students, as necessary.

6. Participating District Obligations. The Participating District shall fulfill all obligations of a primary district under Section 21f of the State School Aid Act and Section 5-O-D of the Pupil Accounting Manual, including but not limited to the following:
- a. Assign a “mentor” to each pupil enrolled in a virtual course and supply Novi with the mentor’s contact information before each academic term. Each “mentor” shall be a professional employee of the Participating District who satisfies the requirements for “mentors” established in Section 21f of the State School Aid Act, MCL 388.1621f, and Section 5-O-D of the Michigan Pupil Accounting Manual. Mentors will be granted access to Virtual Program courses in which the mentor’s student is participating.
  - b. Provide compatible devices (e.g., ChromeBooks) and internet access thereon, along with “technology protection measures” (i.e., a technology that filters internet access) on its devices to protect minors from visual depictions that are obscene, child pornography, or harmful to minors.
  - c. Use foundation allowance or per-pupil funds to pay Novi for the expenses associated with the Virtual Program.
  - d. Grant appropriate academic credit for successful course completion and count credit toward graduation and subject area requirements.
  - e. The Participating District shall maintain all responsibility for administration of any state-mandated testing or assessments, and for all required reporting of data derived from testing, assessments, or otherwise. Novi shall have no responsibility for such administration or reporting of state-mandated testing or assessments.
  - f. Eligible Students may use Novi’s ROAR Center for conducting course-related periodic testing and retrieving learning materials.
  - g. The Participating District shall remain solely responsible for the provision of special education and related services, including the evaluation of students for such services, the development of Individualized Education Programs, the development of 504 Plans, the implementation of such plans, providing a free appropriate public education, and all costs associated with providing special education and related services. Upon the Participating District’s request, Novi will assist with the implementation of supplementary aids and 504 Plan accommodations as necessary for Eligible Students to access the Program.

Novi expressly disclaims any responsibility to provide special education or related services to Eligible Students.

Novi will promptly notify the Participating District if Novi has reason to suspect that an Eligible Student participating in the Virtual Program may be a student with a disability. Novi will, at the request of a Participating District, provide information necessary for the Participating District to complete an evaluation or Individualized Education Program (“IEP”) for an Eligible Student participating in the Virtual Program who is or may be a student with a disability.

- h. If the pupil is enrolled in more than two (2) virtual courses in an academic term, semester, or trimester, the Participating District must meet each of the following conditions:
    - i. The Participating District determines that enrollment is in the best interest of the pupil.
    - ii. The pupil agrees with the Participating District’s recommendation.
    - iii. The Participating District must develop an educational development plan (“EDP”) with the pupil following MDE guidance. For pupils in grades K-6, the EDP should include the following:
      - (1) The pupil’s preferred learning style.
      - (2) The pupil’s interests.
      - (3) Areas of academic development.
      - (4) Areas of personal/social development.
      - (5) A timeline and measures for the development of the above items.
      - (6) Postsecondary and career goals as applicable.
  - i. The Participating District shall assume responsibility under applicable law for obligations that are not expressly set forth in this Agreement.
7. Enrollment in Program. Novi allows Eligible Students to enroll in the Virtual Program in accordance with Section 21f of the State School Aid Act. Novi and the Participating

District, as provided above, shall ensure that each student's participation is consistent with all State School Aid Act and Pupil Accounting Manual requirements, including any parent consent requirement, virtual course limits, technology access requirement, mentor requirement, and EDP requirements. The Participating District shall allow its students to enroll in Virtual Program courses, except as prohibited by Section 21f(5) of the State School Aid Act. If a student is denied enrollment in the Virtual Program, the Participating District will provide the student with all legally required appeal opportunities.

8. Counting Pupils in Membership. Eligible Students who enroll in the Virtual Program shall remain enrolled and counted in membership of the Participating District. The requirements of Section 5-O-D of the Pupil Accounting Manual shall be met in order to claim pupils in membership and receive state aid for the participation in Virtual Program courses. As part of those requirements, the Participating District shall report through CEPI's Teacher-Student Data Link ("TSDL") a complete listing of all courses provided to all pupils in membership, each pupil's course enrollment information using local coding and the school codes for the exchange of data, and the names of the teacher of record and mentor for each course. Upon request from the Participating District, Novi shall provide any other information needed from CEPI that Novi has in its possession.

The Participating District expressly acknowledges that the failure to comply with reporting requirements may result in a loss of state aid. The Participating District is solely responsible for any loss of state aid related to an audit or other finding that a student participating in the Virtual Program was not eligible to be counted in the Participating District's membership.

9. Payment. The Participating District shall pay to Novi a fixed amount per virtual course per student on our [24-45 pricing model](#), which is generally based on a proration of all FTE. Unless both Parties agree otherwise, payments will be made quarterly. Late payment will bear interest at the maximum rate statutorily permitted. The Participating District remains responsible for payment at the above rate after October 1, even if an Eligible Student exits the Program after that date for any reason.
10. Program Administration. Novi shall have sole and exclusive authority to administer the Virtual Program as it sees fit, including but not limited to establishing operating policies for the Virtual Program; determining the type, quality, schedule, and scope of courses offered; calculating operating costs; and performing other functions necessary to operate the Virtual Program. Eligible Students will be subject to the NCSD Handbook and Code of Ethics and Acceptable Internet Use Policies while participating in the Virtual Program. Eligible Students may be exited from the Virtual Program and returned to in-person instruction at the Participating District if the student (a) is not making adequate progress in



the virtual setting, as solely determined by Novi; or (b) has violated a condition of the Virtual Enrollment Consent Form. To the extent possible and to minimize student disruptions, Novi will endeavor to exit students at the end of the semester or other marking period. In the event a student is exited, Novi shall provide advance written notice to the Participating District. Such action is not intended nor shall it be construed as a change of placement.

11. Student Education Records. Novi will receive Eligible Students' personal data, including "personally identifiable information" or "education records", as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 USC 1232g, 34 CFR Part 99, as an incident of the Virtual Program. The Participating District shall ensure that its annual FERPA notices (e.g., its opt-out form for directory information disclosures, per Revised School Code Section 1136, MCL 380.1136) are consistent with this provision. In addition, Novi Virtual administrators and teachers shall be deemed "school officials determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), within the Participating District's policies and procedures. In accordance with this "school official" exception, Virtual Program administrators and teachers: (1) are performing an institutional function or service that the Participating District has outsourced to it and which would otherwise be performed by Participating District personnel; (2) have a legitimate educational interest in the FERPA-protected information; (3) are under the direct control of the Participating District with respect to the use and maintenance of education records; and (4) will comply with the applicable regulations concerning re-disclosure of personally identifiable information.
12. Transportation. Novi shall not be responsible for the transportation of any Eligible Students.
13. Athletics. Eligible Students may participate in or join the Participating District's clubs, activities, and athletics. The Participating District shall be responsible for any MHSAA eligibility or NCAA clearinghouse issues.
14. Liability. Each Party shall have and retain liability to third parties for injuries sustained or damages incurred on its own premises and through the actions of its own employees or agents, any of its obligations under this Agreement, or under law, except such liability that may arise by reason of the actions or omissions of the other Party, its agents, or employees. Nothing herein shall be construed as a waiver of governmental immunity.
15. Insurance. Each Party shall maintain the following insurance coverages covering all insurable risks associated with the obligations under the Agreement:

- a. Workers' Compensation Insurance that meets Michigan statutory requirements.
  - b. Comprehensive General Liability Insurance, covering actions, activities, and performance of obligations assigned under this Agreement; coverage to be broad form including contractual liability and not excluding sexual harassment and molestation.
  - c. Errors and Omissions and Professional Liability Insurance for the Party's respective employees.
  - d. Umbrella Excess Liability, including Commercial General Liability.
  - e. Any other insurance coverage each Party may determine appropriate in consultation with its respective insurance carrier.
16. Financial Compliance. The Virtual Program shall be operated in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*; the State School Aid Act, MCL 388.1601 *et seq.*; and all other laws pertaining to the financial operation of such a program.
17. Dispute Resolution. The Parties will meet in good faith to resolve any disputes related to this Agreement. If a meeting does not resolve the dispute to both Parties' satisfaction, the Parties will participate in facilitated mediation with a mutually agreed-upon mediator. If the Parties cannot agree on a mediator, or if mediation does not resolve the dispute to both Parties' satisfaction, the dispute may be submitted to binding arbitration, the decision from which shall be the sole and exclusive remedy for disputes between the Parties under this Agreement. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator's fee shall be shared equally between the Parties. All Parties may have legal representation, but shall be individually responsible for their respective legal expenses. A judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The Parties expressly agree that this arbitration agreement precludes them from filing claims against the other in court and effectively waives any right to a jury trial.
18. Successors and Assigns. This Agreement shall not be assigned, or subcontracted, without the written consent of the other Party, which may be reasonably withheld. If consent has been provided in advance of any assignment or subcontract, this Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the Parties.

19. No Joint Employment. The terms of this Agreement will not be construed in any manner whatsoever so as to create a joint employer relationship between Novi and the Participating District. Novi employees will not be considered employees of the Participating District at any time, or vice versa, because of this Agreement.
20. Bargaining. This Agreement is an intergovernmental agreement to consolidate or otherwise collaborate regarding one or more functions or services through the use of technology to deliver educational programs and services, as permitted by Public Employment Relations Act Section 15, MCL 423.215(11) and MCL 423.215(3)(h).
21. Nondiscrimination. The Parties agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Parties further agree not to discriminate against any individual, including any Eligible Student, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this paragraph may be regarded as a material breach of contract.
22. Waiver. Failure by either Party, at any time, to require performance by the other Party, or to claim a breach of any provision of this Agreement, will not be construed as a waiver of any subsequent breach, will not affect the validity and operation of this Agreement, and will not prejudice either Party with regard to subsequent action to enforce the terms of this Agreement.
23. Severability. If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected, impaired, or prejudiced thereby, unless the provision(s) removed materially impact the basic intent of this Agreement.
24. Governing Law. This Agreement and the rights and obligations of the parties hereunder will be governed by and construed in accordance with the laws of the State of Michigan.
25. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile and electronic signatures, each of which will be deemed to be an original, but all of which constitute one and the same agreement.
26. Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all previous oral or written agreements and understandings on the subject matter between the parties. No provision of this Agreement may be modified except in writing executed by both Parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

This Cooperative Education Agreement has been executed by the duly authorized officers of the Parties as of the date first above written.

**NOVI COMMUNITY SCHOOL  
DISTRICT, a Michigan general powers  
school district**

By: \_\_\_\_\_  
Benjamin Mainka  
Its: Superintendent

**Plymouth-Canton Community  
Schools, a Michigan general powers  
school district**

By: \_\_\_\_\_  
Dr. Monica Merritt  
Its: Superintendent

## **Appendix A**

See attached Novi Virtual Catalog.



PLYMOUTH-CANTON  
COMMUNITY SCHOOLS  
GLOBALLY FOCUSED. LOCALLY CONNECTED.

# 2024-2025 Budget Progress Update

May 28, 2024

# Connection to the P-CCS Dynamic Plan



## **Strategic Goal A:**

**P-CCS will increase achievement for all students and close achievement gaps.**

### **Strategic Objective FO - I & II:**

Align financial resources, including state & federal resources, to areas of greatest need as support for individual students as identified through academic achievement data.

## **Strategic Goal B:**

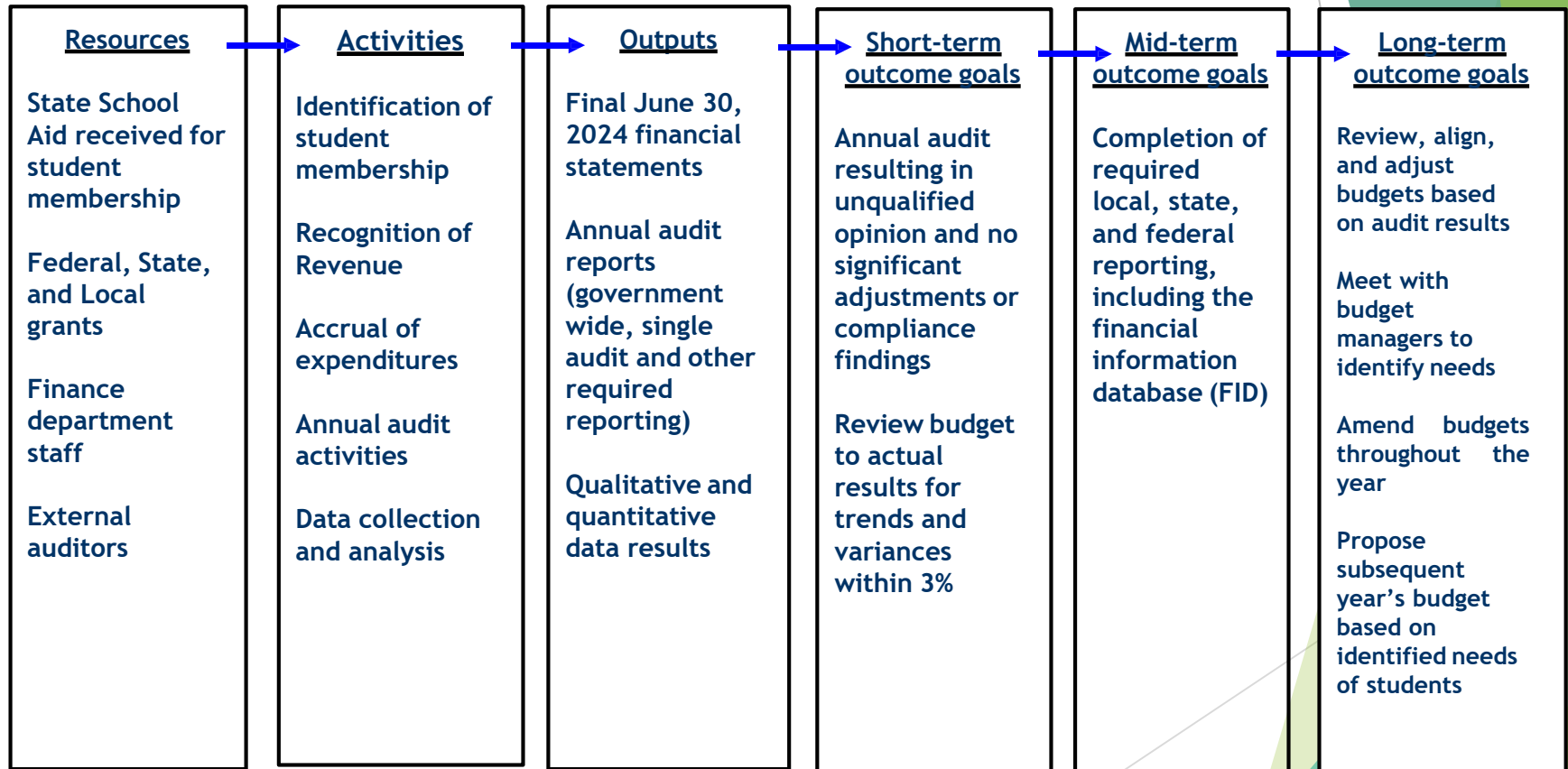
**All P-CCS students and staff will report they feel physically, psychologically, and emotionally safe and represented at school.**

### **Strategic Objective FO-IV:**

Align financial resources to the areas of greatest need to support the social-emotional needs of all staff and students.

# Connection to the P-CCS Dynamic Plan

Attainment of the Dynamic Plan Action Items through fiscal responsibility and alignment of resources to district goals, needs, and objectives as identified through academic achievement data.





# Presentation Overview

- FY25 Budget Timeline
- FY25 School Aid Proposals:  
Executive – House – Senate
- Consensus Revenue Estimating Conference (CREC) Overview
- Budget Assumptions Update

# Budget Development Timeline

Date	Meeting	2024-2025 Budget Activities
Jan/Feb 2024		Consensus Revenue Estimating Conference (Jan) and Executive / "Governor's" Budget Proposal (Feb)
February 22, 2024	F&O	Discuss 2024-2025 Budget Assumptions
March 7, 2024	F&O	Community Budget Survey Results
March 12, 2024	BOE	2024-2025 Budget Assumptions and Community Budget Survey Results
April 4, 2024	Leaders	Budget Transformation Process
May 23, 2024	F&O	Review May 2024 CREC*, House/Senate Proposals*, Updated 2024-2025 Budget Assumptions
June 6, 2024	F&O	Review budget for public hearing
June 11, 2024	BOE	2024-2025 Budget Public Hearing and 1 <sup>st</sup> Reading
June 20, 2024	F&O	2024-2025 Budget Discussion
June 25, 2024	BOE	2024-2025 Budget Adoption



# 2024-2025 School Aid Budget Proposals

## **Executive Budget Proposal**

(“Governor’s Budget”) February 7, 2024

## **Senate Subcommittee Recommendation**

(Senate Bill 751 (S-1)) ~ April 15, 2024

## **House Subcommittee Recommendation**

(House Bill 5503 (H-1)) ~ April 25, 2024



# 2024-2025 School Aid Budget Proposals, cont.

## Proposed Foundation Allowances: Per-Pupil Funding

	<u>Executive</u>	<u>Senate</u>	<u>House</u>
Foundation Allowance \$ increase:	\$241	\$302	\$217
Foundation Allowance % increase:	2.50%	3.14%	2.25%
P-CCS Total \$ Increase, est:*	\$3,880,100	\$4,862,200	\$3,493,700

All proposals continue traditional blend of pupil counts

Pupil FTE = 90% October 2024 count + 10% Feb 2024 count

*\* Based on enrollment & FTE projection of 16,100, not blended count.*

# 2024-2025 School Aid Budget Proposals, cont.

In addition to per-pupil foundation allowances,

Executive, Senate & House budgets  
**all propose weighted funding increases**  
for students and programs with **more costly educational needs**

	<u>Executive</u>	<u>Senate</u>	<u>House</u>
<b>At Risk</b> program funding			
At Risk % increase:	2.50%	8.90%	7.25%
At Risk \$ increase:	\$23.8m	\$85.36m	\$70.1m
New Sec 25m: Income-eligible students:	<u>\$90m</u>	<u>0</u>	<u>0</u>
<i>Total comparable percent increases:</i>	11.95%	8.90%	7.25%
<b>Bilingual Education</b> increase	7.5%	100%	12.25%
<b>Great Start Readiness Program (GSRP)</b> increase and access			
Great Start Readiness Program (GSRP):	30%	17%	16%
<i>Expands eligibility?</i>	Yes	Yes	Yes

**Special Education** funding maintained at current increased levels



# 2024-2025 School Aid Budget Proposals, cont.

Executive, Senate & House budget proposals for **Current Categoricals** align, generally:

	<u>Executive</u>	<u>Senate</u>	<u>House</u>
<b>Sec 29(7) Enrollment Stabilization</b>	Maintain Funding	Maintain Funding	30% incr
<b>Sec 22(L) District Transportation Cost Offset</b>	All Proposals Maintain Funding		
<b>Sec 147 MPSERS Allocations</b>	(\$669.4m) <sup>1</sup>	(\$853.2m) <sup>2</sup>	(\$562.4m) <sup>3</sup>

Reductions primarily achieved by:

- ~ Removing OPEB contribution for UAAL; OPEB expected to be fully funded
- ~ Reduces payroll growth assumption by 0.5%
- ~ Reduces UAAL contribution cap by 0.5% for districts, ISDs and district libraries

*Note:* Reallocated to fund At Risk, ELL, GSRP, 31aa, Special Education, MI School Meals proposals

Sources:

<sup>1</sup> FY2025 Executive Budget Recommendation; Citizens Research Council of Michigan

<sup>2</sup> Senate Fiscal Agency Analysis 4/16/2024

<sup>3</sup> House Fiscal Agency Analysis 4/24/2024

# 2024-2025 School Aid Budget Proposals, cont.

Executive, Senate & House proposed budget allocations for **Academic & Student Support Grants** but with widely varying allocations:

	<u>Executive</u>	<u>Senate</u>	<u>House</u>
Literacy & Math Programming, Supports & Intervention	High	Medium	Low
Educator Recruitment / Retention, Training & Incentives	Low	High	Medium
Mental Health & Student Safety (31aa)	High	Medium	Low
Michigan School Meals Program (Free Student Breakfast & Lunch)	All Proposals Maintain Funding		



# Consensus Revenue Estimating Conference (CREC) Overview

## May 2024 Consensus Forecast (millions)

	FY 2024		Change From Consensus
	Jan 2024 Consensus	May 2024 Consensus	
<b>Net GF-GP Revenue</b>	\$13,597.4	\$13,948.8	\$351.4
Percent Growth	-2.6%	-0.1%	
Dollar Growth		(\$18.0)	
<b>Net SAF Revenue</b>	\$17,946.9	\$17,783.6	(\$163.3)
Percent Growth	0.5%	-0.4%	
Dollar Growth		(\$76.4)	

**Source:** Consensus Revenue Agreement Executive Summary, May 17, 2024; Department of Treasury, House Fiscal & Senate Fiscal Agencies





# Consensus Revenue Estimating Conference (CREC) Overview

## May 2024 Consensus Forecast (millions)

	FY 2024			FY 2025		
	Jan 2024 Consensus	May 2024 Consensus	Change From Consensus	Jan 2024 Consensus	May 2024 Consensus	Change From Consensus
<b>Net GF-GP Revenue</b>	\$13,597.4	\$13,948.8	\$351.4	\$14,022.2	\$14,257.8	\$235.6
Percent Growth	-2.6%	-0.1%		3.1%	2.2%	
Dollar Growth		(\$18.0)			\$309.0	
<b>Net SAF Revenue</b>	\$17,946.9	\$17,783.6	(\$163.3)	\$18,307.0	\$18,146.9	(\$160.1)
Percent Growth	0.5%	-0.4%		2.0%	2.0%	
Dollar Growth		(\$76.4)			\$363.3	

Source: Consensus Revenue Agreement Executive Summary, May 17, 2024; Department of Treasury, House Fiscal & Senate Fiscal Agencies



# Consensus Revenue Estimating Conference (CREC) Overview

## May 2024 Consensus Forecast (millions)

	FY 2024			FY 2025			FY 2026		
	Jan 2024 Consensus	May 2024 Consensus	Change From Consensus	Jan 2024 Consensus	May 2024 Consensus	Change From Consensus	Jan 2024 Consensus	May 2024 Consensus	Change From Consensus
<b>Net GF-GP Revenue</b>	\$13,597.4	\$13,948.8	\$351.4	\$14,022.2	\$14,257.8	\$235.6	\$14,707.6	\$14,886.5	\$178.9
Percent Growth	-2.6%	-0.1%		3.1%	2.2%		4.9%	4.4%	
Dollar Growth		(\$18.0)			\$309.0			\$628.7	
<b>Net SAF Revenue</b>	\$17,946.9	\$17,783.6	(\$163.3)	\$18,307.0	\$18,146.9	(\$160.1)	\$18,706.0	\$18,572.5	(\$133.5)
Percent Growth	0.5%	-0.4%		2.0%	2.0%		2.2%	2.3%	
Dollar Growth		(\$76.4)			\$363.3			\$425.6	

## School Aid Index

	FY 2025	FY 2026
Revenue Adjustment Factor	1.0132	1.0245
Pupil Membership Factor	1.0045	1.0048
School Aid Index	1.0178	1.0294

Source: Consensus Revenue Agreement Executive Summary, May 17, 2024; Department of Treasury, House Fiscal & Senate Fiscal Agencies

# Consensus Revenue Estimating Conference (CREC) Overview

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## May 2024 Consensus Forecast (millions)

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Dollar Growth		(\$76.4)			\$363.3			\$425.6	

Source: Consensus Revenue Agreement Executive Summary, May 17, 2024; Department of Treasury, House Fiscal & Senate Fiscal Agencies



# Consensus Revenue Estimating Conference (CREC) Overview

## May 2024 Consensus Forecast (millions)

### Long Term Revenue Trend

	FY 2027	FY 2028
Net GF-GP Revenue	\$15,240.0	\$15,707.3
Growth	2.4%	3.1%
Net SAF Revenue	\$19,071.5	\$19,567.8
Growth	2.7%	2.6%

**Source:** Consensus Revenue Agreement Executive Summary, May 17, 2024; Department of Treasury, House Fiscal & Senate Fiscal Agencies

# Budget Assumptions Update: 2024-2025 Revenues

- Enrollment Projection: 16,100
  - Projected Loss of 101.5 FTE (\$975,212)
- Foundation Allowance Increase per pupil: \$241
  - Per Executive Budget; P-CCS Total: \$3,880,100
- Weighted Categorical Funding Increases; At Risk, ELL, GSRP
  - Assume 2% increase aligned with CREC
  - Amend for larger increases funded with MPSERS if legislated
- MPSERS Sec. 147 Reductions: (\$590,000 Sec 147f)
  - Maintain current MPSERS revenue and expenditures; amend if legislated
- Discontinuation of Federal Covid Funding / ESSER
- Federal, State, Local Grants: Assume Consistent Levels



# Budget Assumptions Update: 2024-2025 Expenditures

- Continue to align staffing with enrollment
- Class sizes consistent with prior year
- Anticipates employee compensation increases
- Hard Cap Increase of 1.3% (prior year 3.7%)
- MSPERS Base contribution rate 31.36% (prior year 31.34%)
- MPSERS Sec. 147 costs consistent with prior year
- Multi-year vendor contract increases per agreements
- Achieve \$200,000 third-party transportation savings



# Budget Assumptions Update: 2024-2025 Expenditures, cont.

*After accounting for enrollment declines, state aid increases, collective bargaining projections, and other budget impacts:*

Overall General Fund Expenditure Reduction Target: \$2,000,000

## Central Office Reductions:

Director of Partnerships

Director of Operations

Move 1.0 Security Manager to 31aa

Move 1.0 Security Technician to 31aa

Move 1.0 Nurse Specialist to 31aa

Eliminate Capital Outlay Enhancement Millage Allocations

Total: \$1,213,000

## Budget Transformation Reductions:

Move 3.0 Reading Support (Skills for Success) to At-Risk

Move 6.0 Elem Student Success Specialists to At-Risk

Reduce 0.6 Health Care Technicians

Total: \$1,170,000

Net General Fund Expenditure Reductions Identified: \$2,383,000



# 2024-2025 Budget

## Next Steps

### June 6<sup>th</sup> F&O

- Review 2023-2024 Final Amendment
- Review 2024-2025 Original Budget

### June 11<sup>th</sup> Board Meeting

- First & Final Reading: 2023-2024 Final Amendment
- First Reading: 2024-2025 Original Budget
- Public Hearing: 2024-2025 Original Budget
- First & Final Reading: 2024 Property Tax Levy

### June 25<sup>th</sup> Board Meeting

- Final Reading: 2024-2025 Original Budget



**PLYMOUTH-CANTON COMMUNITY SCHOOLS**  
**Office of the Chief Finance & Operations Officer**

TO: Monica Merritt, Superintendent  
Board of Education

FROM: Jill Minnick, Chief Finance & Operations Officer

DATE: May 28, 2024

**RE: Approval to Replace Chiller at Salem High School-First Reading**

---

**Background:**

Salem High School uses three A/C chillers for proper cooling. Chiller number one has failed after exceeding its expected lifespan and must be replaced. Originally, the 2020 Bond Program included the replacement of all three chillers. However, chiller number two has since been rebuilt, and chiller number three is undergoing reconditioning.

We recommend replacing chiller number one at this time. Please see the attached information, rationale, and quotes that were considered for this purchase. The price is based on the Omnia Project M1-yE8AAK-24-002 purchasing consortium. We propose awarding the contract for this replacement to Trane Inc. at a cost of \$412,013, funded through the 2020 and 2023 Bonds.

The new chiller has a production lead time of 24-32 weeks. The remaining two chillers will manage the building's cooling load this spring with programming adjustments.

**Recommended Resolution:**

It was moved by member \_\_\_\_\_ and seconded by member \_\_\_\_\_ to approve the purchase of a replacement chiller for Salem High School from Trane, Inc., at a cost of \$412,013 to be paid with 2020 and 2023 bond funds.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Passed: \_\_\_\_\_

**PLYMOUTH-CANTON COMMUNITY SCHOOLS**  
**Operations Department**

**TO:** Jill Minnick, Chief Finance & Operations Officer

**FROM:** Tim Gruszczynski, Director of Facilities & Capital Projects

**DATE:** May 16, 2024

**RE: Salem HS Chiller Replacement Award Recommendation**

---

Salem High School requires 3 AC chillers to properly cool the school. Chiller number one, after exceeding its expected useful life, failed and will need to be replaced. Replacement of all three chillers was originally included in the 2020 Bond Program. Since the development of this plan chiller number two has been rebuilt and chiller number three is undergoing a mid-life reconditioning.

Therefore, we are recommending the replacement of Salem chiller number one. The pricing derived from the Omnia Project M1-yE8AAK-24-002 purchasing consortium. We are requesting Trane Inc., be awarded a contract to perform the replacement of the chiller for total cost of \$412,013. This project will be funded through 2020 Bond.

<b>VENDOR</b>	<b>Base Bid</b>	<b>Contingency</b>	<b>Bid Consortium</b>	<b>PRICE</b>
Trane	\$387,013	\$25,000	Omnia Project M1-yE8AAK-24-002	\$412,013
Carrier	\$465,000	\$25,000	Sourcwell 070121-CAR	\$490,000

These units have a production lead-time of 24-32 weeks from the time the order is placed. The two remaining chillers will handle the building cooling load this spring with programming adjustments.



# Trane Turnkey Proposal

**Omnia Project M1-yE8AAK-24-002**

**Turnkey Proposal For:**

Tim Gruszczynski  
Plymouth Canton Schools  
14967 Pilot Drive  
Plymouth, MI 48170-4817

**Local Trane Office:**

Trane U.S. Inc.  
37001 Industrial Road  
Livonia, MI 48150

**Local Trane Representative:**

Kathy Taylor  
E-mail: [ktylor@trane.com](mailto:ktylor@trane.com)  
Cell: (734) 709-5094  
Office Phone: (734) 452-2000

**Proposal ID:** 7692036

**Date:** April 19, 2024

<b>Prepared For:</b> <b>Tim Gruszczynski</b>	<b>Date:</b> April 19, 2024
<b>Job Name:</b> Salem HS Chiller Turn-key 2024	<b>Proposal ID:</b> 7692036
<b>Delivery Terms:</b> Freight Allowed and Prepaid – F.O.B. Factory	<b>Payment Terms:</b> Net 30
<b>State Contractor License Number:</b>	<b>Proposal Expiration Date:</b> 30 Days

## Scope of Work

### Tag Data - 180-430 Ton Water-Cooled Optimus (TM) (RTHD) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CH-1	1	180-430 Ton Water-Cooled Optimus (TM)	RTHDUD2FX**UAF2W2RALF3D2RAL

#### Item: A1 Qty: 1 Tag(s): CH-1

Water-Cooled Optimus (TM)  
 Water Chiller Business Unit, Pueblo, CO  
 Startup Included - Trane Service Must Start Equipment for Warranty to be Honored  
 D2 Compressor  
 C/UL listing  
 Not ASHRAE 90.1 compliant to 2010/2016  
 AHRI certified  
 ASME pressure vessel code  
 With Oil Cooler  
 Factory Insulation Cold Parts  
 Standard Safety Devices  
 Refrigerant charge R134a  
 Shrink Wrap  
 F2 evaporator  
 Internally and Externally Enhanced Evap Tube - Water Only  
 2 Pass Evaporator Water Box  
 Fluid type = water  
 Right Hand Evaporator Connection  
 Standard Grooved Pipe  
 150 psi/10.5 Bar Evap Water Pressure  
 F3 condenser  
 Enhanced fin-copper 0.025"  
 2 pass condenser  
 Water  
 Right Hand Condenser Connection  
 Standard Grooved Pipe Connection  
 150 psi/10.5 bar condenser water pressure  
 460 volt/60 hertz/3 phase  
 Premium Adaptive Frequency Drive  
 411 max RLA for drive and panel sizing  
 Mech. disconnect switch  
 Under/Over Voltage Protection  
 BACnet MS/TP interface (Tracer)  
 Chilled Water Reset - Return Water Temperature

No Flow Switch  
Field Install Paddle NEMA-1 x2 150 psi (Field Installed)  
No Flow Switch  
No Flow Switch  
2nd-5th Year Compressor Parts  
1st Year Labor Warr Whole Unit

## **SCOPE of WORK**

### **Mechanical:**

1. Reclaim the Refrigerant & Oil from the existing Chiller
2. and turn it over to the customer.
3. Removal of the existing Chiller.
4. Receiving and setting the new Trane Chiller
5. Architectural work as needed to get the Chillers in
6. and out of the structure.
7. Crane and Certified & Licensed Riggers.
8. Drain & refill the system as needed.
9. Removal of piping to the existing chiller and pumps
10. Modify piping as needed.
11. Pressure test of the system.
12. Pipe insulation as needed for the modified piping.
13. Water Balance

### **Electrical:**

1. Demo existing power and control wiring for removal of existing chiller #1.
2. Re-work existing power feeder to supply new chiller.
3. Attach existing control conduit and cabling.
4. Utilize 700A breaker currently serving Chiller #3
5. Utilize 400A breaker currently serving chiller #1 for chiller #3.
6. Extend raceways and feeder cables as required.
7. All necessary conduit, wiring, and miscellaneous hardware for complete installation
8. Check for proper voltage, rotation, etc.

### ***Proposal Includes:***

1. Certified Electricians, Welders & Riggers
2. Straight Time Labor
3. Permits for our work.
4. Cleanup of our own debris

### ***Proposal Does Not Include:***

1. Anything not stated as included
5. Roofing
6. Premium Time Labor
9. Unidentifiable cleanup and dumpster backcharges

Pricing and Acceptance

Tim Gruszczynski  
Plymouth Canton Schools  
14967 Pilot Drive  
Plymouth, MI 48170-4817

Site Address:  
PCCS Salem High School  
46181 Joy Road  
Canton, MI 48187

Price

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law*).....**\$387,013.00**

Respectfully submitted,

Kathy Taylor  
Trane U.S. Inc.  
E-mail: ktaylor@trane.com  
Cell Phone: (734) 709-5094



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Kathy Taylor	Cell: (734) 709-5094 Office: (734) 452-2000 Proposal Date: April 19, 2024
<b>CUSTOMER ACCEPTANCE</b> Plymouth Canton Schools	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

## 20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

#### **27. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**29. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)  
Supersedes 1-26.251-10(1221)



## **SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents

who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



Address 40120 Grand River Ave.  
Novi MI 48375  
Phone 734.756.9826 cell  
1-800-943-4446 24 Hour Service Line  
E-mail christopher.lapointe@carrier.com

Contact Name Tim Gruszczynski  
Account PLYMOUTH CANTON COMMUNITY SCHOOLS  
Phone (734) 416-2970

Site Address SALEM HIGH SCHOOL  
46181 Joy Rd  
Canton, MI 48187-1316  
United States

Estimate Date 05/01/2024

**SOURCWell PARTNER #185538**

**Quote Number 01198860**

Job Description **19XRV 350 Tons - New Chiller Turnkey Project**

#### Scope of Work

Quote is to replace existing Carrier 19XL 350 ton chiller unit with new 19XRV 350 ton centrifugal chiller as a turnkey project.

#### Unit includes:

- (1) 19XRV454634EUCS64- Water-Cooled Centrifugal Chiller
- AquaEdge Water Cooled Chiller. Capacity: 350 Ton
- Cooler – Nozzle-In-Head, 150 psi, 2 Pass(es), Nozzle Arrangement - C (Nozzles on Drive End), Super E3 (SUPE3), .025 in, Copper
- Condenser - Nozzle-In-Head, 150 psi, 2 Pass(es), Nozzle Arrangement - R (Nozzles on Drive End), Tubing - Spike Fin III (SPK3), .025 in, Copper
- Chiller Bagging, Refrigerant (Factory Charged), Isolation Valve Package, Automatic Hot Gas Bypass, Waterbox Flanges (Cooler & Condenser), BACnet
- Factory Insulation - Cooler (NOT Including Waterbox), Suction Line Up to Compressor Suction Housing, Compressor Motor and Motor Cooling Return Lines, Several Small Oil Cooling and Oil Return System Lines, Liquid Line, Float Chamber, and VFD Refrigerant Drain Lines. Insulation Excluded on Water Box Heads by Others
- Factory Mounted VFD w/ IEEE-519 Active Rectifier (Harmonic Filter)

#### Services include:

- Start-Up
- 1 Year Parts and Labor Warranty

#### Demo/Installation include:

1. Secure mechanical permits and inspections
2. Refrigerant removal furnished by school district
3. Demo existing 19XLCarrier chiller #1 and necessary piping
4. Haul old chiller away and dispose of
5. Receive and set new replacement chiller in place (19XRV)
6. Modify piping as required to accommodate new chiller
7. Reinsulate new cold water piping
8. Reuse any salvageable piping and piping specialties including control valves
9. Reconnect existing power supply
10. Startup, control wiring terminations and equipment warranty furnished by Carrier



**Exclusions / Clarifications**

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

- \*Current lead time is 43 weeks.
- \*Carrier CCS not responsible for unit/parts delay from vendors.
- \*Nothing outside scope
- 1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.

Total Quoted Price

**Total Price for Scope of Work excluding applicable taxes:** \$465,000.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,  
  
Christopher LaPointe  
  
Carrier Commercial Service

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Acceptance (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order

The attached Terms & Conditions shall govern.

## CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

**1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

**2. EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

**3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

**4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

**5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

**6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

**7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS

WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

**9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

**10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

**11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term

damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**12. PROPRIETARY RIGHTS** - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**13. DATA RIGHTS** - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

**14. RETURN OF DATA** - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

**15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

**16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

**17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

**18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

**19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

**23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF

Terms and Conditions of Sale – Equipment and/or Service 6.19.23

**CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

**27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

**29. INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

**30. DATA PRIVACY** - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

**31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

**32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS** - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material

costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

**33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only)** - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

**34. ANTI-DISCRIMINATION POLICY** - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: [https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021\\_tcm199-109848.pdf](https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf).

**35. EQUIPMENT RENTALS** - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

**36. STATE CONTRACTOR LICENSE NUMBERS** - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

**37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY** - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

**38. ADDITIONAL TERMS AND CONDITIONS - ABOUND** - If this Agreement includes a subscription to the ABOUND platform, then the additional terms and conditions of the ABOUND Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement> which are incorporated herein, shall apply.

**39. ADDITIONAL TERMS AND CONDITIONS - I-VU CLOUD** - If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at [https://www.sharedocs.com/hvac/docs/1000/Public/06/i-Vu\\_Master\\_SaaS\\_Agreement\\_Direct\\_09232022.pdf](https://www.sharedocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf) which are incorporated herein, shall apply..





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## PLYMOUTH-CANTON COMMUNITY SCHOOLS

**TO:** Monica Merritt, Superintendent  
Board of Education

**FROM:** Mark Salzer, Director of Integrated Technology Systems

**DATE:** May 28, 2024

**SUBJECT:** Resolution to purchase PCEP Computer Lab Equipment – Final Reading

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### **OVERVIEW**

High school computer labs are refreshed on a regular cycle based on age and performance. This summer, we are scheduled to replace the desktop computers in labs CV9 and CV11 at Canton High School. The current desktops are 5-6 years old and we expect their performance to be less than adequate for classroom needs next school year. At this time, we plan to purchase replacement monitors for only one of the labs and reuse the existing monitors that are newer and in the best condition in the other lab.

The Technology Department evaluated multiple desktop computer and monitor models. Based on performance and price, the Dell Optiplex 7020 SFF+ desktop computer and the Dell E2423H monitor were selected. The price quoted for the desktop computers is through the Midwestern Higher Education Compact (MHEC) contract and the price quoted for the monitors is through the REMC Save contract.

This item was presented for first reading at the Board of Education meeting held May 14, 2024.

### **RECOMMENDED RESOLUTION**

It was moved by member \_\_\_\_\_ and seconded by member \_\_\_\_\_ to approve the resolution for P-CEP computer lab equipment from People Driven Technology, in an amount not to exceed \$56,931.30. This purchase will be funded using 2020 and 2023 bond funds.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The motion was: \_\_\_\_\_

# Small Form Factor

Built to create the perfect balance



# Small Form Factor

Intelligence meets simplicity

Balance compact size and powerful performance in a desk-friendly design.

## Most powerful OptiPlex yet

Intel vPro® with 13th Gen Intel® Core™ up to i9 65W processors deliver business-class performance that accelerates productivity while minimizing security risks by leveraging technologies deep in the silicon<sup>1</sup>

## Most intelligent with Dell Optimizer<sup>2</sup>

More intuitive app performance, connectivity and audio experiences

## Easy to manage

With a single BIOS across new Micro, Small Form Factor, and Tower configurations

## Wi-Fi 6E option

Future-proof your IT with the industry's fastest speeds<sup>3</sup>



## Sustainable innovation

With post-consumer recycled plastic, steel and Modern Standby; EPEAT Gold, ENERGY STAR and TCO certifications (on select configurations)

## 3rd M.2 SSD Drive option

provides additional expansion options for faster boot time and file access

## Highly expandable

More ports than the micro, more space-conscious than the tower

## Now with DDR5 Memory

Better performance for heavy workloads, great for cloud applications

## Native support for up to 4 displays

Without the need for additional graphics card

## Smart connectivity

Up to 10 USB ports including faster native Type-C USB 3.2 Gen 2x2 (20Gbps), (3) DisplayPorts and optional video ports supporting up to 5K resolution





# Small Form Factor

## Sustainability on OptiPlex

OptiPlex is a leading platform for sustainable innovation and utilizes the most recycled content of all Dell PCs with up to 59.6% recycled plastic and closed-loop materials in its design.<sup>1</sup>



### Design

# 100%

Dell multi-pack solutions ship multiple products in a single package and is made with up to 100% recycled and renewable corrugate.<sup>2</sup>

### Sustainable Materials

Our use of sustainable materials helps reduce the environmental impact of making and recycling them.<sup>+</sup>



- Minimum of 10% recycled steel



- 38.9% post consumer recycled plastics<sup>++</sup>

<sup>++</sup>43.1% post consumer recycled plastics in OptiPlex Small Form Factor

### Packaging Innovation

# 87%

87% of Dell's packaging is made from recycled or renewable materials<sup>2</sup>.

## OPTIPLEX HAS

# 120+

EPEAT registered products\*



# 40+

TCO certified configurations



# 8.0

ENERGY STAR<sup>®</sup> throughout the portfolio



# Small Form Factor

## Dell Optimizer

We make it intelligent. You make it yours.

In a work-from-anywhere world, powering the world's most intelligent commercial PCs\* is not enough, Dell Optimizer is extending personalized intelligence to the rest of the Dell ecosystem.

Dell Optimizer lets you accomplish anything with built-in intelligence that learns and adapts to the way you work.



Elevate your work experience with personalized performance extending from your OptiPlex to the devices within your workspace.



### Hear and be heard better than ever

**Intelligent Audio** reduces background noise and optimizes audio experiences, now with more impressive features: Neural noise and echo cancelation intelligently removes background noises and echoes of the participants in your conference calls. Voice Quality Monitoring checks the quality of your voice during conference calls and notifies you when the quality is poor.



### Seamless workspace transitions and enhanced privacy

ExpressSign-in wakes your PC when you approach and locks it when you step away. Intelligent Privacy texturizes your screen when an onlooker is detected and dims it when you look away. (Available on select OptiPlex All-in-One configurations with optional 5MP IR Camera; also available on select Dell monitors and webcams with proximity sensors).



### Improved app performance

ExpressResponse analyzes how you use your preferred apps to boost performance.



### Unmatched connectivity

**ExpressConnect** delivers the world's first simultaneous multinet connection\*\* for faster transfers and downloads. It also optimizes connectivity and bandwidth for clearer, more productive conferencing.



### An intelligent ecosystem

Enjoy easy pairing and management of your Dell monitors and accessories with the integration of Dell Display Manager and Dell Peripheral Manager. With Dell Optimizer, optimization and data collection follow a stringent process to ensure your privacy and security.

With Dell Optimizer, optimization and data collection follow a stringent process to ensure your privacy and security.

[Click here to learn more about Dell Optimizer.](#)

\*Based on Dell analysis, October 2022. Dell Optimizer not available in OptiPlex 3000 series, Latitude Chromebook Enterprise, and Linux-based devices. Feature availability and functionality may vary by model. For more details visit: <https://www.delltechnologies.com/asset/en-us/solutions/business-solutions/technical-support/dell-optimizer-features-availability-matrix.pdf>.



## RECOMMENDED ACCESSORIES



**Dell UltraSharp 24  
USB-C Hub Monitor –  
U2422HE**

Take your work to new heights with this 23.8-inch FHD monitor featuring brilliant color coverage, ComfortView Plus, USB-C and Ethernet connectivity.



**Dell 27 Monitor - P2723D**

Stay focused on a 27-inch QHD monitor optimized to deliver high performance details and clarity.



**Dell Premier Multi-Device  
Wireless Keyboard and Mouse  
- KM7321W**

Multi-task seamlessly across 3 devices, featuring programmable shortcuts and 36 months battery life.



**Dell Pro Wireless Keyboard  
and Mouse – KM5221W**

Enhance your everyday productivity with a quiet full-size keyboard and mouse combo that offers programmable shortcuts and up to 36 months battery life.



**Dell Pro Webcam -  
WB5023**

Experience industry leading video quality and picture clarity in any lighting with this intelligent 2K QHD webcam.



**Dell Pro Wireless Headset  
- WL5022**

Enjoy wireless freedom and superior audio clarity with this Teams certified headset that offers convenient call controls. Switch seamlessly across your PC, tablet or smartphone.



**Dell Premier Wireless  
ANC Headset - WL7022**

Collaborate with ease anywhere with this Teams certified wireless headset which offers active noise cancellation and smart sensors that automatically mute and unmute your call.



**Dell Speakerphone  
- SP3022**

Experience crystal-clear conference-calls with the world's most intelligent Microsoft Teams-certified speakerphone.\*

\*Based on Dell analysis comparing against competitive personal conferencing speakerphones, September 2021.



**OptiPlex Small Form Factor  
All-in-One Stand – OSS21**

Create a clean workspace for your Small Form Factor with integrated cable management and full range monitor adjustability.



**OptiPlex Small Form Factor  
Cable Cover**

Thermally tested design offers an easy to install and attractive way to manage cables and secure ports.



# Small Form Factor

## OptiPlex Small Form Factor offers 2 base configurations

Base configuration determines the set of customizable features available for this PC.



### OptiPlex Small Form Factor Plus

High performance desktop with new DDR5 memory, 10 native USBs including 1 USB-C, and 3 native Display Ports.



### OptiPlex Small Form Factor

Standard commercial desktop including DDR4 memory, 8 native USB ports, 1 native DisplayPort, and 1 native HDMI.

# Small Form Factor

## FEATURE TECHNICAL SPECIFICATION

**MODEL NUMBER<sup>1</sup>** OptiPlex Small Form Factor Plus 7010

**PROCESSOR<sup>1</sup>** 13<sup>th</sup> Generation Intel® Core™ i3-13100 (12 MB cache, 4 cores, 8 threads, 3.40 GHz to 4.50 GHz turbo, 60 W)  
13<sup>th</sup> Generation Intel® Core™ i5-13400 (20 MB cache, 10 cores, 16 threads, 2.50 GHz to 4.60 GHz turbo, 65 W)  
13<sup>th</sup> Generation Intel® Core™ i5-13500 (24 MB cache, 14 cores, 20 threads, 2.50 GHz to 4.80 GHz turbo, 65 W)  
13<sup>th</sup> Generation Intel® Core™ i5-13600 (24 MB cache, 14 cores, 20 threads, 2.70 GHz to 5.00 GHz turbo, 65 W)  
13<sup>th</sup> Generation Intel® Core™ i7-13700 (30 MB cache, 16 cores, 24 threads, 2.10 GHz to 5.10 GHz turbo, 65 W)  
13<sup>th</sup> Generation Intel® Core™ i9-13900 (36 MB cache, 24 cores, 32 threads, 2.00 GHz to 5.20 GHz turbo, 65 W)

**CHIPSET** Intel® Q670

**OPERATING SYSTEM<sup>1</sup>** Windows 11 Home  
Windows 11 Pro  
Windows 11 Pro Downgrade (Windows 10 image)  
Windows 11 Pro National Education  
Windows 10 CMIT Government Edition (China only)  
Ubuntu® Linux® 22.04 LTS, 64-bit

**MEMORY<sup>1,2,3</sup>** 8 GB, 1 x 8 GB, DDR5, 4400 MT/s, single-channel  
16 GB, 1 x 16 GB, DDR5, 4400 MT/s, single-channel  
16 GB, 2 x 8 GB, DDR5, 4400 MT/s, dual-channel  
32 GB, 1 x 32 GB, DDR5, 4400 MT/s, single-channel  
32 GB, 2 x 16 GB, DDR5, 4400 MT/s, dual-channel  
32 GB, 4 x 8 GB, DDR5, 4000 MT/s, dual-channel  
64 GB, 2 x 32 GB, DDR5, 4400 MT/s, dual-channel  
64 GB, 4 x 16 GB, DDR5, 4000 MT/s, dual-channel  
128 GB, 4 x 32 GB, DDR5, 3600 MT/s, dual-channel

**PRIMARY HARD DISK DRIVE<sup>1,5</sup>** M.2 2230, 512 GB, PCIe NVMe, SSD, Class 25  
M.2 2230, 1 TB, PCIe NVMe, SSD, Class 25

2.5-inch, 500 GB, 7200 RPM, SATA, HDD  
2.5-inch, 1 TB, 7200 RPM, SATA, HDD  
3.5-inch, 1 TB, 7200 RPM, SATA, HDD  
3.5-inch, 2 TB, 7200 RPM, SATA, HDD  
3.5-inch, 4 TB, 5400 RPM, SATA, HDD

M.2 2230, 256 GB, PCIe NVMe, SSD, Class 35  
M.2 2230, 512 GB, PCIe NVMe, SSD, Class 35  
M.2 2230, 1 TB, PCIe NVMe, SSD, Class 35  
M.2 2230, 256 GB, PCIe NVMe, SSD, self-encrypting, Class 35

M.2 2280, 512 GB, PCIe NVMe, SSD, Class 40  
M.2 2280, 1 TB, PCIe NVMe, SSD, Class 40  
M.2 2280, 2 TB, PCIe NVMe, SSD, Class 40  
M.2 2280, 512 GB, PCIe NVMe, Self-Encrypting, SSD, Class 40  
M.2 2280, 1 TB, PCIe NVMe, Self-Encrypting, SSD, Class 40

**GRAPHICS** Intel® UHD Graphics 730 with 13<sup>th</sup> Generation Intel® Core™ i3-13100, i5-13400 processors  
Intel® UHD Graphics 770 with 13<sup>th</sup> Generation Intel® Core™ i5-13500, i5-13600, i7-13700, i9-13900 processors  
AMD Radeon™ RX6300, 2 GB, GDDR6  
AMD Radeon™ RX6500, 4 GB, GDDR6

**WIRELESS** Intel® Wi-Fi 6E AX211 2x2 and Bluetooth® wireless card with external antenna  
Realtek 8852BE Wi-Fi 6 2x2 and Bluetooth® wireless card

**CHASSIS COLOR** Black

**CAMERA** N/A

**AUDIO<sup>1</sup>** Realtek Audio Controller, ALC3246-CG, High Definition Audio

**DISPLAY** N/A

**PERIPHERAL ECOSYSTEM** Dell 24 Monitor - P2422H  
Dell 27 Monitor - P2723D  
Dell UltraSharp 24 Monitor - U2422H  
Dell Premier Multi-Device Wireless Keyboard and Mouse - KM7321W  
Dell Premier Collaboration Keyboard and Mouse - KM900  
Dell Small Form Factor All-in-One Stand - OSS21  
Dell Premier Wireless ANC Headset - WL7022  
Dell Pro Webcam - WB5023  
Dell Speakerphone - SP3022  
OptiPlex Cable Cover - Small Form Factor

**PRIMARY BATTERY** N/A

**POWER** 260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze  
300 W internal power supply unit (PSU), 92% Efficient, 80 Plus Platinum

## TECHNICAL SPECIFICATION

OptiPlex Small Form Factor 7010

Intel® Celeron® G6900 (4 MB cache, 2 cores, 2 threads, up to 3.40 GHz, 46 W)  
Intel® Pentium® G7400 (6 MB cache, 2 cores, 4 threads, up to 3.70 GHz, 46 W)  
13<sup>th</sup> Generation Intel® Core™ i3-13100 (12 MB cache, 4 cores, 8 threads, 3.40 GHz to 4.50 GHz turbo, 60 W)  
13<sup>th</sup> Generation Intel® Core™ i5-13400 (20 MB cache, 10 cores, 16 threads, 2.50 GHz to 4.60 GHz turbo, 65 W)  
13<sup>th</sup> Generation Intel® Core™ i5-13500 (24 MB cache, 14 cores, 20 threads, 2.50 GHz to 4.80 GHz turbo, 65 W)  
13<sup>th</sup> Generation Intel® Core™ i5-13600 (24 MB cache, 14 cores, 20 threads, 2.70 GHz to 5.00 GHz, 65 W)  
13<sup>th</sup> Generation Intel® Core™ i5-13600 (24 MB cache, 14 cores, 20 threads, 2.70 GHz to 5.00 GHz turbo, 65 W)  
12<sup>th</sup> Generation Intel® Core™ i3-12100, 12MB cache, 4 cores, 8 threads, 3.30GHz to 4.30GHz, 60W  
12<sup>th</sup> Generation Intel® Core™ i5-12500 vPro®, 18MB cache, 6 cores, 12 threads, 3.00GHz to 4.60GHz, 65W

Intel® Q670

Windows 11 Home  
Windows 11 Pro  
Windows 11 Pro Downgrade (Windows 10 image)  
Windows 11 Pro National Education  
Windows 10 CMIT Government Edition (China only)  
Ubuntu® Linux® 22.04 LTS, 64-bit

4 GB, 1 x 4 GB, DDR4, 3200 MT/s, single-channel  
8 GB, 1 x 8 GB, DDR4, 3200 MT/s, single-channel  
8 GB, 2 x 4 GB, DDR4, 3200 MT/s, dual-channel  
16 GB, 1 x 16 GB, DDR4, 3200 MT/s, single-channel  
16 GB, 2 x 8 GB, DDR4, 3200 MT/s, dual-channel  
32 GB, 1 x 32 GB, DDR4, 3200 MT/s, single-channel  
32 GB, 2 x 16 GB, DDR4, 3200 MT/s, dual-channel  
64 GB, 2 x 32 GB, DDR4, 3200 MT/s, dual-channel

M.2 2230, 512 GB, PCIe NVMe, SSD, Class 25  
M.2 2230, 1 TB, PCIe NVMe, SSD, Class 25

2.5-inch, 500 GB, 7200 RPM, SATA, HDD  
2.5-inch, 1 TB, 7200 RPM, SATA, HDD  
3.5-inch, 1 TB, 7200 RPM, SATA, HDD  
3.5-inch, 2 TB, 7200 RPM, SATA, HDD

M.2 2230, 128GB, PCIe NVMe, SSD, Class 35  
M.2 2230, 256 GB, PCIe NVMe, SSD, Class 35  
M.2 2230, 512 GB, PCIe NVMe, SSD, Class 35  
M.2 2230, 1 TB, PCIe NVMe, SSD, Class 35  
M.2 2230, 256 GB, PCIe NVMe, Self-Encrypting, SSD, Class 35

M.2 2280, 512 GB, PCIe NVMe, SSD, Class 40  
M.2 2280, 1 TB, PCIe NVMe, SSD, Class 40  
M.2 2280, 512 GB, PCIe NVMe, Self-Encrypting, SSD, Class 40  
M.2 2280, 1 TB, PCIe NVMe, Self-Encrypting, SSD, Class 40

Intel® UHD Graphics 710 with Intel® Celeron® G6900 and Intel® Pentium® Gold G7400 processors  
Intel® UHD Graphics 730 with 13<sup>th</sup> Generation Intel® Core™ i3-13100, i5-13400 processors  
Intel® UHD Graphics 770 with 13<sup>th</sup> Generation Intel® Core™ i5-13500, i5-13600 processors  
AMD Radeon™ RX6300, 2 GB, GDDR6  
AMD Radeon™ RX6500, 4 GB, GDDR6

Intel® Wi-Fi 6E AX210 2x2 and Bluetooth® wireless card  
Realtek 8821CE Wi-Fi 5 1x1 and Bluetooth® wireless card  
Realtek 8852BE Wi-Fi 6 2x2 and Bluetooth® wireless card

Black

N/A

Realtek Audio Controller, ALC3246-CG, High Definition Audio

N/A

Dell 24 Monitor - P2422H  
Dell UltraSharp 24 Monitor - U2422H  
Dell Pro Wireless Keyboard and Mouse - KM5221W  
Dell Small Form Factor All-in-One Stand - OSS21  
Dell Pro Webcam - WB5023  
Dell Speakerphone - SP3022  
Dell Pro Wireless Headset - WL5022  
Dell Pro Stereo Headset - WH3022  
OptiPlex Cable Cover - Small Form Factor

N/A

180 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze  
300 W internal power supply unit (PSU), 92% Efficient, 80 Plus Platinum

# Small Form Factor

## FEATURE TECHNICAL SPECIFICATION

**MODEL NUMBER<sup>1</sup>** OptiPlex Small Form Factor Plus 7010

### PORTS

#### Front

1 USB 2.0 port  
1 USB 2.0 port with PowerShare  
1 USB 3.2 Gen 2 port  
1 USB 3.2 Gen 2x2 Type-C® port  
1 Universal audio port  
1 SD-card 4.0 slot (optional)

#### Rear

3 DisplayPort 1.4a ports (HBR2)  
Note: The maximum resolution supported by DisplayPort 1.4a port (HBR2) is up to 4096 x 2304 @60Hz  
1 Optional video port (HDMI 2.1/Displayport 1.4a (HBR3)/VGA/USB Type-C with DisplayPort Alt mode)  
Note: HDMI 2.1, up to 4096 x 2160 @60Hz  
DisplayPort 1.4a (HBR3), up to 5120 x 3200 @60Hz  
VGA, up to 1920 x 1200 @60Hz  
USB Type-C with DisplayPort Alt mode, up to 5120 x 3200 @60Hz  
1 Optional Serial port  
1 USB 3.2 Gen 2 port  
3 USB 3.2 Gen 1 ports  
2 USB 2.0 ports with Smart Power On  
1 Re-tasking line out/line in audio port  
1 RJ45 Ethernet Port 10/100/1000 Mbps

### SLOTS

1 M.2 2230 slot for WiFi and Bluetooth combo card  
1 M.2 2230 slot for solid-state drive  
1 M.2 2230 slot for solid-state drive  
1 M.2 2280 slot for solid-state drive  
3 SATA 3.0 slots for 2.5-inch/3.5-inch hard drive and slim optical drive  
1 Half-height Gen3 PCIe x4 open-end slot  
1 Half-height Gen4 PCIe x16 slot

**OPTICAL DRIVE** Dell Slimline 8x DVD +/- RW (optional)

### DIMENSIONS

#### US

Height: 11.42 in. (290.00 mm)  
Width: 3.65 in. (92.60 mm)  
Depth: 11.53 in. (292.80 mm)  
Weight (minimum): 8.59 lb (3.90 kg)  
Weight (maximum): 11.21 lb (5.09 kg)

#### Rest of the world

Height: 290.00 mm (11.42 in.)  
Width: 92.60 mm (3.65 in.)  
Depth: 292.80 mm (11.53 in.)  
Weight (minimum) : 3.90 kg (8.59 lb)  
Weight (maximum) : 5.09 kg (11.21 lb)

### PRODUCTIVITY SOFTWARE

Dell Command Suite  
Dell Digital Delivery  
Dell Optimizer  
Excalibur  
Support Assist  
Microsoft Office  
Adobe Acrobat  
Adobe Creative Cloud  
Adobe Lightroom  
Adobe Photoshop  
Cyberlink Power DVD  
Cyberlink Power/ Photo Director  
Cyberlink 365  
Foxit PDF Editor Pro  
Foxit PDF Editor  
Workspace ONE

### SECURITY SOFTWARE<sup>6</sup>

Dell Trusted Device  
Absolute Visibility (Standard)  
Absolute Control (Professional)  
Absolute Resilience (Premium)  
McAfee Business Protection

### SECURITY HARDWARE

Kensington security-cable slot  
Chassis intrusion switch  
Trusted Platform Module (Discrete TPM Enabled)  
Self-Encrypting Drives (SED)  
Dell SafeBIOS  
Dell SafeID  
Dell SafeSupply Chain

### SUSTAINABILITY

Made with recycled plastics and closed-loop materials  
Made with recycled steel in chassis  
Packaging made with recycled and renewable materials  
Factory direct Multipack offers  
EPEAT registered configurations available  
ENERGY STAR qualified configurations available  
TCO 9.0 certified configurations available  
US CEC MEPS compliant configurations available

## TECHNICAL SPECIFICATION

OptiPlex Small Form Factor 7010

#### Front

2 USB 2.0 ports  
2 USB 3.2 Gen 1 ports  
1 Universal audio port

#### Rear

1 DisplayPort 1.4a port (HBR2)  
Note: The maximum resolution supported by DisplayPort 1.4a port (HBR2) is up to 4096 x 2304 @60Hz  
1 HDMI 1.4b port  
Note: The maximum resolution supported by HDMI 1.4b port is 1920 x 1200.  
1 Optional video port (HDMI 2.1/Displayport 1.4a (HBR3)/VGA)  
Note: HDMI 2.1, up to 4096 x 2160 @60Hz  
DisplayPort 1.4a (HBR3), up to 5120 x 3200 @60Hz  
VGA, up to 1920 x 1200 @60Hz  
1 Optional Serial port  
2 USB 3.2 Gen 1 ports  
2 USB 2.0 ports with Smart Power On  
1 RJ45 Ethernet Port 10/100/1000 Mbps

1 M.2 2230 slot for WiFi and Bluetooth combo card  
1 M.2 2230/2280 slot for solid-state drive  
2 SATA 3.0 slots for 2.5-inch/3.5-inch hard drive and slim optical drive  
1 Half-height Gen3 PCIe x16 slot  
1 Half-height Gen3 PCIe x1 slot

Dell Slimline 8x DVD +/- RW (optional)

#### US

Height: 11.42 in. (290.00 mm)  
Width: 3.65 in. (92.60 mm)  
Depth: 11.53 in. (292.80 mm)  
Weight (minimum): 8.10 lb (3.68 kg)  
Weight (maximum): 10.72 lb (4.87 kg)

#### Rest of the world

Height: 290.00 mm (11.42 in.)  
Width: 92.60 mm (3.65 in.)  
Depth: 292.80 mm (11.53 in.)  
Weight (minimum): 3.68 kg (8.10 lb)  
Weight (maximum): 4.87 kg (10.72 lb)

Dell Command Suite  
Dell Digital Delivery  
Dell Optimizer  
Excalibur  
Support Assist  
Microsoft Office  
Adobe Acrobat  
Adobe Creative Cloud  
Adobe Lightroom  
Adobe Photoshop  
Cyberlink Power DVD  
Cyberlink Power/ Photo Director  
Cyberlink 365  
Foxit PDF Editor Pro  
Foxit PDF Editor  
Workspace ONE

Dell Trusted Device  
Absolute Visibility (Standard)  
Absolute Control (Professional)  
Absolute Resilience (Premium)  
McAfee Business Protection

Kensington security-cable slot  
Chassis intrusion switch  
Trusted Platform Module (Discrete TPM Enabled)  
Self-Encrypting Drives (SED)  
Dell SafeBIOS  
Dell SafeID  
Dell SafeSupply Chain

Made with recycled plastics and closed-loop materials  
Made with recycled steel in chassis  
Packaging made with recycled and renewable materials  
Factory direct Multipack offers  
EPEAT registered configurations available  
ENERGY STAR qualified configurations available  
US CEC MEPS compliant configurations available  
Australia and New Zealand MEPS compliant configurations available

# Small Form Factor

## FEATURE TECHNICAL SPECIFICATION

<b>MODEL NUMBER<sup>1</sup></b>	OptiPlex Small Form Factor Plus 7010
<b>SUSTAINABILITY</b>	Australia and New Zealand MEPS compliant configurations available CEL WEEE Japan Energy Law South Korea E-standby EU RoHS China RoHS
<b>REGULATORY<sup>8,12</sup></b>	Product Safety, EMC and Environmental Datasheets <a href="#">Dell Regulatory Compliance Home Page</a> <a href="#">Dell and the Environment</a>
<b>WARRANTY<sup>9,10</sup></b>	3-Year Basic Warranty with hardware on-site service after remote diagnosis 4-Year Basic Warranty extension 5-Year Basic Warranty extension 3-Year ProSupport with Next Business Day on-site service 4-Year ProSupport with Next Business Day on-site service 5-Year ProSupport with Next Business Day on-site service 3-Year ProSupport Plus for Client with Next Business Day on-site service 4-Year ProSupport Plus for Client with Next Business Day on-site service 5-Year ProSupport Plus for Client with Next Business Day on-site service
<b>ACCIDENTAL DAMAGE SERVICES</b>	3-Year Accidental Damage Service 4-Year Accidental Damage Service 5-Year Accidental Damage Service

## TECHNICAL SPECIFICATION

OptiPlex Small Form Factor 7010
CEL WEEE Japan Energy Law South Korea E-standby EU RoHS China RoHS
Product Safety, EMC and Environmental Datasheets <a href="#">Dell Regulatory Compliance Home Page</a> <a href="#">Dell and the Environment</a>
1-Year Basic Warranty with hardware on-site service after remote diagnosis 2-Year Basic Warranty extension 3-Year Basic Warranty extension 4-Year Basic Warranty extension 5-Year Basic Warranty extension 1-Year ProSupport with Next Business Day on-site service 2-Year ProSupport with Next Business Day on-site service 3-Year ProSupport with Next Business Day on-site service 4-Year ProSupport with Next Business Day on-site service 5-Year ProSupport with Next Business Day on-site service 1-Year ProSupport Plus for Client with Next Business Day on-site service 2-Year ProSupport Plus for Client with Next Business Day on-site service 3-Year ProSupport Plus for Client with Next Business Day on-site service 4-Year ProSupport Plus for Client with Next Business Day on-site service 5-Year ProSupport Plus for Client with Next Business Day on-site service
1-Year Accidental Damage Service 2-Year Accidental Damage Service 3-Year Accidental Damage Service 4-Year Accidental Damage Service 5-Year Accidental Damage Service

### Product disclaimers

#### Page 2

- Final performance benchmarks pending
- Source: \*Based on Dell analysis, October 2022. Dell Optimizer not available in OptiPlex 3000 series, Latitude Chromebook Enterprise, and Linux-based devices. Feature availability and functionality may vary by model. For more details visit: <https://www.delltechnologies.com/asset/en-us/solutions/business-solutions/technical-support/dell-optimizer-features-availability-matrix.pdf.external>.
- Disclaimer: 6 GHz Wi-Fi 6E operation requires use of Intel® Wi-Fi 6E (Gig+) products in conjunction with operating systems and routers/APs/Gateways that support Wi-Fi 6E, together with regional spectrum allocation & required regulatory certifications. Not available in all markets. Visit [intel.com/PerformanceIndex](https://www.intel.com/PerformanceIndex) (Connectivity) for details.
- Disclaimer: Offering may vary by country and by configuration and operating system. Some items may be available after product introduction. At launch, Dell ThinOS and Dell Hybrid Client are customer install options sold separately and require the device to be configured with 8 GB

#### Page 3

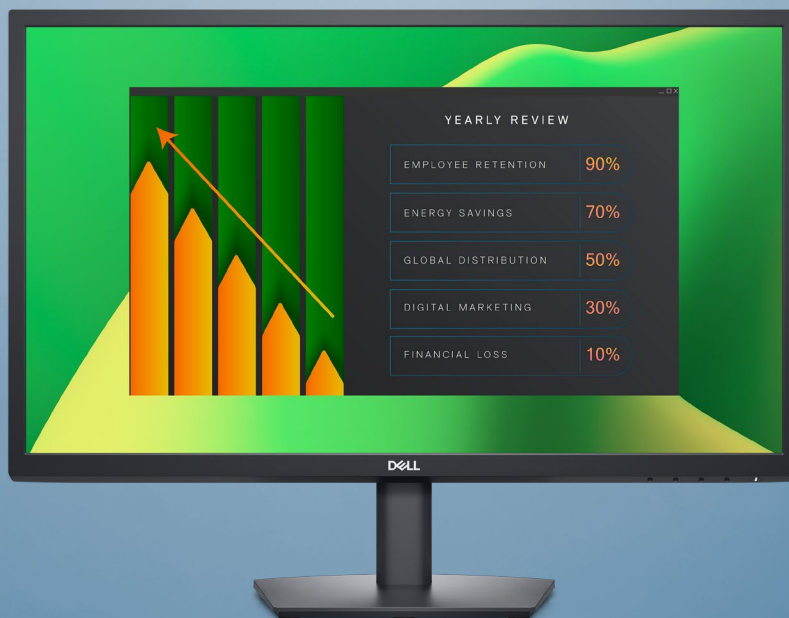
- Source: Based on Dell internal analysis, February 2023; weight varies by model
- Renewable materials in the form of FSC (The Forest Stewardship Council) certified paper fibers from responsibly managed forests.
- \*EPEAT registered where applicable. EPEAT registration varies by country. See [www.epeat.net](https://www.epeat.net) for registration status by country.

### Product disclaimers

- Offering may vary by region. Some items may be available after product introduction. For complete details, refer to the Setup and Specifications published on [www.dell.com/support](https://www.dell.com/support).
- System Memory and Graphics: Significant system memory may be used to support graphics, depending on system memory size and other factors.
- 4GB or Greater System Memory Capability: A 64-bit operating system is required to support 4GB or more of system memory.
- Particular versions of Microsoft Windows may not support the full Bluetooth 4.2 functionality
- Storage Option: GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.
- TPM is available in selected regions.
- Computrace: Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at [www.ijackforlaptops.com](https://www.ijackforlaptops.com).
- Please refer to [www.epeat.net](https://www.epeat.net) for specific country registration rating and participation.
- Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see [www.dell.com/warranty](https://www.dell.com/warranty).
- on-site service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty ([www.dell.com/warranty](https://www.dell.com/warranty)) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.
- Dell Services: Availability and terms of Dell Services vary by region. For more information, visit [www.dell.com/servicedescriptions](https://www.dell.com/servicedescriptions).
- For complete listing of declarations and certifications, refer to the Dell Regulatory and Environmental Datasheet found in the Manuals section of Product Support information [www.dell.com/support/home/us/en/19](https://www.dell.com/support/home/us/en/19).

DELL 24 MONITOR | E2423H

# The essentials you need to be more productive.



## ALL THE ESSENTIALS

Get outstanding value with this 23.8" FHD monitor that comes with DP and VGA ports, a wide viewing angle and a space saving compact stand.



## DELL DISPLAY MANAGER

Superior productivity and manageability featuring quick access keys, preset layouts, multi-monitor configuration and remote management for IT managers.



## ECO-CONSCIOUS DESIGN

An ENERGY STAR®, EPEAT® Gold registered<sup>1</sup> and TCO Certified Edge monitor that meets stringent, energy efficient requirements.



## TRUSTED RELIABILITY

As the world's #1 monitor company\*, we take pride in our unyielding commitment to quality and the utmost satisfaction of our customers.



# Reliable, eco-conscious monitor at a great value



## ALL THE ESSENTIALS

**Wide viewing angle:** See your work in FHD clarity and get consistent views across a wide 178°/178° viewing angle.

**Crisp images:** Get an impressive 3000:1 contrast ratio for deeper blacks, brighter whites and vivid color.

**Easy on the eyes:** See clearly even over extended periods with the flicker-free screen and ComfortView, a software low blue light solution that optimizes eye comfort.

**Convenient connectivity:** Connect to current and legacy systems via DP and VGA ports.

**Enhance your desktop:** Complement any workspace with a clean simple design and a slim monitor bezel. The space-saving compact stand and improved cable management cuts clutter and maximizes desk space.

**Adapts to your needs:** Make your workspace your own with VESA-compatible mounts and stands.



## ECO-CONSCIOUS

**Environmental standards:** This monitor uses 85% PCR (Post-consumer Recyclable) plastic in the design<sup>2</sup> and meets the latest environmental standards such as ENERGY STAR® and TCO Certified Edge, and is registered EPEAT® Gold<sup>1</sup>.

**Reduce energy:** Save energy with PowerNap<sup>3</sup>, a feature that dims or puts the monitor to sleep when not in use.



## DELL DISPLAY MANAGER

**Productive at every level:** Dell Display Manager's (DDM) Easy Arrange feature lets you quickly tile and view your applications side by side across one or more connected screens for multi-tasking efficiency.

**Seamless transitions:** The Auto-Restore feature remembers where you left off, so applications will go back to where you left them — even after you've unplugged.

**The key to convenience:** Shortcut keys can save you time, allowing quick access to commonly used controls that let you work faster.

**More ways to manage:** Asset management reports allow IT managers to quickly capture and track monitor information as well as configure multiple displays at once through a single setup.

THANK YOU  
FOR MAKING  
DELL MONITORS  
#1 WORLDWIDE\*

**Uncompromised testing:** Rigorous development processes help ensure consistent, reliable performance in busy office environments.

**Minimize downtime:** Your monitor comes with a 3-year Advanced Exchange Service<sup>4</sup> so that if a replacement becomes necessary, it will be shipped to you the next business day during your 3-year Limited Hardware Warranty.<sup>5</sup>

**Get a higher level of support:** Upgrade to 24 X 7, in-region technical phone support from qualified engineers with Dell ProSupport option.<sup>6</sup>

# Features & Technical Specifications

## Monitor

Diagonal Viewing Size	Dell 24 Monitor – E2423H 60.47 cm (23.8 inches)
Horizontal	527.04 mm (20.75 inches)
Vertical	296.46 mm (11.67 inches)
Maximum Preset Resolution	1920 x 1080 at 60 Hz
Aspect Ratio	16:9
Pixel Pitch	0.2745 mm x 0.2745 mm
Pixel Per Inch (PPI)	93
Brightness	250 cd/m <sup>2</sup> (typical)
Color Support	Color gamut (typical): 72% (CIE1931), 83% (CIE1976) Color depth: 16.7 Million
Contrast Ratio	3000:1 (typical)
Viewing Angle	178°/178°
Response Time	5 ms typical (Fast) 8 ms typical (Normal) (gray to gray)
Panel Type	VA (Vertical Alignment)
Display Screen Coating	Anti-Glare
Backlight Technology	LED
Low Blue Light solution with Flicker-free screen	Yes (ComfortView)
Dell Display Manager Compatibility	Yes
Remote Asset Management	Yes, via Dell Display Manager

## Connectivity

Connectors	1 x VGA 1 x DisplayPort 1.2
------------	--------------------------------

## Design Features

Adjustability	Tilt (-5° to 21°)
Security	Security lock slot (cable lock sold separately)
Flat Panel Mount Interface	VESA (100 mm)

## Power

AC input voltage/frequency/current	100 VAC to 240 VAC / 50 Hz or 60 Hz ± 3 Hz / 1.5 A (typical)
Power Consumption (Operational)	0.3 W (Off Mode) 0.3 W (Standby Mode) 16.0 W (On Mode) 25.0 W (Max)
Power Consumption Stand by/Sleep	Less than 0.3W

## Dimensions (with stand)

Height	420.35 mm (16.55 inches)
Width	552.64 mm (21.76 inches)
Depth	171.0 mm (6.73 inches)

## Weight

Weight (panel only - for VESA mount/ no cables)	3.11 kg (6.86 lb)
Weight (monitor and cables with stand)	3.85 kg (8.49 lb)
Weight (with packaging)	5.29 kg (11.66 lb)

## Standard Service Plan

3 Years Advanced Exchange Service<sup>4</sup> and Limited Hardware Warranty<sup>5</sup>

## Optional Service Plan

Dell ProSupport<sup>6</sup>

## Environmental Compliance

ENERGY STAR®, EPEAT® Gold registered where applicable<sup>1</sup>, TCO Certified Edge

## What's in the box?

### Components

- Monitor with stand
- 1 x VESA screw cover

### Cables

- Power cable
- 1 x DP Cable
- 1 x VGA Cable (EMEA and Japan only)

### Documentation

- Quick Setup Guide
- Safety and Regulatory Information

# Recommended Accessories

DELL 24 MONITOR | E2423H

Easily adjust the panel to your preferred viewing position.



Back view -  
Cable management



Tilt

## Connectivity



- 1 Power connector
- 2 DP port
- 3 VGA port

## RECOMMENDED ACCESSORIES



DELL DUAL MONITOR ARM |  
MDA20

This comprehensive dual monitor and system mounting solution keeps your desk clutter-free. Simple to install, this innovative monitor arm offers swivel angle adjustment with the flip of a switch.



DELL PRO WIRELESS KEYBOARD  
AND MOUSE | KM5221W

Enhance your everyday productivity with a quiet full size keyboard and mouse combo that offers programmable shortcuts and 36 months\*\* battery life.



DELL PRO STEREO HEADSET |  
WH3022

Experience great audio clarity with this Teams certified wired headset that provides convenient call controls at your fingertips.

\* Dell monitors are #1 Worldwide for 8 consecutive years (2013, Q2 to 2021, Q3)! Source: IDC Worldwide Quarterly PC Monitor Tracker, Q3, 2021.

\*\* Based on Dell analysis of battery life usage model calculations, Nov 2020. Results vary depending on use, operating conditions and other factors.

1 EPEAT Gold registered where applicable. EPEAT registration varies by country. See [www.epeat.net](http://www.epeat.net) for registration status by country.

2 By weight of the total weight of plastic parts in product. Excludes printed circuit boards, labels, cables, connectors, electronic components, optical components, ESD components, EMI components adhesives, and coatings.

3 PowerNap is available via Dell Display Manager. Download the software at [www.dell.com/ddm](http://www.dell.com/ddm)

4 Advanced Exchange Service: Dell will send you a replacement monitor the next business day in most cases, if deemed necessary after phone/online diagnosis. Shipping times may vary by location and for monitors 55" and above. Fee charged for failure to return defective unit. See [dell.com/servicecontracts/global](http://dell.com/servicecontracts/global) for details.

5 For a copy of the Limited Hardware Warranty, write to Dell USA LP, Attention: Warranties One Dell Way, Round Rock, TX 78682 or see [dell.com/warranty](http://dell.com/warranty) for details.

6 Availability varies by region, please visit [dell.com/support](http://dell.com/support) for details.

[Dell.com/monitors](http://Dell.com/monitors)

Product availability varies by country. Please contact your Dell representative for more information.

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v.1 02/2022

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## Dell Optiplex Plus SFF (7020)

### Prepared by:

#### East Michigan

Jeff Seelenbinder  
616-264-6725  
seelenbinderj@peopledriven.com  
Dawn Batson  
batsond@peopledriven.com

### Prepared for:

#### Plymouth-Canton Community Schools

Mark Salzer  
mark.salzer@pccsk12.com

### Quote Information:

#### Quote #: 010633

Version: 2  
Delivery Date: 04/30/2024  
Expiration Date: 05/30/2024

### Hardware

Line	Qty	Part Number	Description	Price	Extended Price
1	68	PDT- OPTISFFPLUS	Dell Optiplex SFF Plus (7020): Intel Core i7-14700 Processor, 16GB DDR5, M.2 256GB PCIe NVMe SSD, Intel Integrated Graphics, (3) DP, (1) HDMI, USB Keyboard, USB Mouse, Windows 11 Pro, Dell 3-Year Onsite Warranty	\$790.00	\$53,720.00
Midwestern Higher Education Compact (MHEC) Contract Code C000000978628					
2	34	PDT-E2423H	Dell 24 Monitor - E2423H, 60.47cm (23.8")	\$94.45	\$3,211.30
REMC SAVE Technology and Furniture 2024 contract					

**Subtotal: \$56,931.30**

## Dell Optiplex Plus SFF (7020)

### Ship To:

#### Plymouth-Canton Community Schools

8400 Beck Rd  
jeri.giaier@pccsk12.com  
Canton, MI 48187  
Mark Salzer  
(734) 757-3871  
mark.salzer@pccsk12.com

### Bill To:

#### Plymouth-Canton Community Schools

454 S Harvey St  
Plymouth, MI 48170  
Mark Salzer  
(734) 757-3871  
mark.salzer@pccsk12.com

### Quote Information:

#### Quote #: 010633

Version: 2  
Delivery Date: 04/30/2024  
Expiration Date: 05/30/2024

## Quote Summary

Description	Amount
Hardware	\$56,931.30
Total: <b>\$56,931.30</b>	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## People Driven Technology

## Plymouth-Canton Community Schools

Signature: \_\_\_\_\_  
Name: Jeff Seelenbinder  
Title: Account Executive  
Date: 04/30/2024

Signature: \_\_\_\_\_  
Name: Mark Salzer  
Date: \_\_\_\_\_

## ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

**1. PRICING:** Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated.

Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.

**2. PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.

**3. DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.

**4. SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.

**5. RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.

**6. TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.

**7. WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.

**8. EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.

**9. ORDER CANCELLATION:** Product cancellation and/or return is subject to manufacturer restrictions. People Driven Technology, Inc will abide by its suppliers current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.

**10. SPECIAL NOTICE:** Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.

# PLYMOUTH-CANTON COMMUNITY SCHOOLS

**TO:** Monica Merritt, Superintendent  
Board of Education

**FROM:** Mark Salzer, Director of Integrated Technology Systems

**DATE:** May 28, 2024

**SUBJECT:** Resolution for Document Cameras Purchase – Final Reading

---

## **OVERVIEW**

Each district instructional classroom has, as part of its outfitted technology, a document camera that facilitates displaying images on the classroom teaching wall. Almost all of the cameras deployed across the district are between seven and ten years old. Rather than replacing all units at a given level, the technology department proposes a phased partial replacement that targets failing units. Department staff evaluated six models before recommending the purchase of 200 of the IPEVO VZ-R HDMI/USB Dual Mode USB 8MP Document Camera at a cost of \$199.85 each from Bluum under the REMC contract.

This item was presented for first reading at the Board of Education meeting held on May 14, 2024.

## **RECOMMENDED RESOLUTION**

It was moved by member \_\_\_\_\_ and seconded by member \_\_\_\_\_ to approve the resolution to purchase document cameras from Bluum of Minnesota, in an amount not to exceed \$39,970. This purchase will be funded using 2020 and 2023 bond funds.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The motion was: \_\_\_\_\_



# Quote

Bloom of Minnesota  
1771 Energy Park Drive  
Suite 100  
St. Paul MN 55108  
800-933-7337 | 612-331-5500  
www.bloom.com

#320427

04/03/2024

**Bill To**  
114720 Plymouth-Canton Community Schools  
454 S HARVEY  
PLYMOUTH MI 48170

**Ship To**  
Plymouth-Canton Community Schools  
14967 Pilot Dr  
Plymouth MI 48170

Memo:

Expires	Sales Rep	Contract	Terms
07/02/2024	430 Chris Dawson	REMC	Net 30

Qty	Item	MFG	Price	Ext. Price
200	<b>Custom Product Bundle</b> VZ-R HDMI/USB Dual Mode 8MP Document Camera		\$199.85	\$39,970.00
<b>**Bloom provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.</b>				

<b>Subtotal</b>	\$39,970.00
<b>Tax Total</b>	\$0.00
<b>Shipping Cost</b>	\$0.00
<b>Total</b>	\$39,970.00

To accept this quotation, sign here : \_\_\_\_\_

Printed Name/Title/Date : \_\_\_\_\_

Shipping and Billing Address listed on quote are accurate : [ ]Yes [ ]No

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Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.





RESOLUTION FOR LOCAL DISTRICT VOTE ON WAYNE RESA BUDGET

Wayne County Regional Educational Service Agency (“Wayne RESA”)  
2024-2025  
General Fund Operating Budget  
RESOLUTION

A Regular meeting of the Board of Education of the Plymouth-Canton Community  
School District was held at the E.J. McClendon Ctr. on May 28, 2024 at 7 p.m.

Members present were: \_\_\_\_\_  
\_\_\_\_\_

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

WHEREAS:

This Board received the Wayne RESA General Fund Operating Budget on or before May 1, 2024;  
and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must now adopt a  
resolution expressing its support or disapproval of the proposed Wayne RESA budget, and must  
submit to the Wayne RESA Board any specific objections and/or proposed changes the Board may  
have to the budget prior to June 1, 2024

THEREFORE, BE IT RESOLVED THAT:

Please check one of the following options:

☐ The Wayne RESA General Fund Operating budget for the 2024-2025 school year be supported,  
and that the Secretary of the Board is hereby directed to submit a copy of this resolution to the  
Secretary of the Wayne RESA Board of Education, along with comments.

OR

☐ The Wayne RESA General Fund Operating budget for the 2024-2025 school year be disapproved  
(for reasons attached hereto), and that the Secretary of the Board is hereby directed to submit a  
copy of this resolution to the Secretary of the Wayne RESA Board of Education, along with any  
specific objections or proposed changes to the budget.

The undersigned duly qualified and acting Secretary of the Board of Education of Plymouth-Canton Schools  
Wayne Couty, Michigan hereby certifies that the foregoing is a true and complete copy of a  
resolution adopted by the Board at a Regular meeting held on May 28  
2024, the original of which resolution is a part of the Board’s minutes, and further certifies that notice of the  
meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Signed:

\_\_\_\_\_  
Secretary, Board of Education  
Anupam Chugh Sidhu

# Wayne RESA

## 2024-2025 Proposed Budget

### Frequently Asked Questions

QUESTION	RESPONSE
1. What are the Agency's assumptions regarding revenue?	Due to the uncertainty of the State School Aid Budget, no increases or decreases in State Aid have been budgeted. Although Property Tax values are not yet available from the counties, we are projecting an increase in taxable values based on current trends.
2. What salary adjustments are included in the proposed budget?	Salary steps and scheduled increases that are part of current bargaining unit contracts combined with a full year of salary and benefits for positions that were unfilled for a portion of the prior year. All collective bargaining agreements expire on June 30, 2025.
3. What assumptions were made about retirement costs?	The budget holds the retirement rate at a composite rate of 41% including passthrough revenue related to Section 147c of the state school aid budget to help offset a portion of the gross retirement expense.
4. What assumptions were made about health care costs?	The preliminary budget reflects the continued compliance with the Public Act 152 hard cap and has included the 4.1% increase for 2024 to raise the cap, as imposed by law.
5. In the General Fund, why are there some program areas with compensation increases, some with decreases and some with virtually no change?	The various programs within the General Fund may have as few as one person or more than 20 people. The variations in individual programs when comparing the current year budget to the projected budget reflect, in most cases, contractually negotiated pay increases and changes in the allocation of staff between grant funds, the Cooperative Fund and the General Fund.
6. How much does the Wayne RESA General Fund contribute toward the support of the Wayne County IT Consortium and the MiStar DNA/Illuminate Project?	The General Fund is budgeted to contribute \$4,439,600 to the Wayne County IT Consortium and \$305,100 to IT field services in 2023-2024. The General Fund is budgeted to contribute \$983,600 to the MiStar DNA/Illuminate Project.

# Wayne RESA

## 2024-2025 Proposed Budget

### Frequently Asked Questions

7. The budget projections indicate that the Agency will have a \$1.51M operating deficit in 2024-2025. Is this expected to be a continued trend?	The agency has budgeted to use fund balance in a planned way to minimize impact on services to local schools and to cover one-time costs of necessary capital projects including roofing and HVAC replacements, as well as upgrades related to security and replacements of equipment for the conference rooms vital to providing professional development. The projected 2024-2025 operational deficit is reflective of that planned use of fund balance. The Wayne RESA Board's long-term strategy has been to maintain fund balance necessary to provide stability in the delivery of operational services to constituent districts.
8. What are the revenue assumptions in the Act 18 Special Education fund?	Property tax revenues are budgeted to increase due to expected increases in taxable values across the county. Neither the State School Aid Budget nor the 2023 property values have been released at this time. Interest income is budgeted to remain stable for the upcoming year based on current market rates.
9. Why are transfers to other agencies increasing in the Act 18 Fund?	Transfers to other agencies (school districts and charter schools) are based on 2024-25 budgets submitted by Center Program Operating Districts.
10. Are one-time payments for unreimbursed special education costs included in the budget?	Yes, one-time payments related to unreimbursed special education and special education transportation costs are included in the 2024-25 budgets.

# Wayne RESA

## 2024-2025 Proposed Budget

### Frequently Asked Questions

11. What is the purpose of the Capital Projects Fund and why is there a proposed increase for the 2024-2025 budget?	This fund was established by the Board of Education to provide for the capital needs of the organization and has been funded through transfers from the General Fund. The 2024-25 budget will use available fund balance from projected unfinished 2023-24 projects as well as an additional allocation from the General Fund. The following projects are budgeted to be completed in the 2024-25 school year: roof, HVAC, elevator, and gate repairs – Annex; flooring replacement, elevator repairs, IT server room generator replacement, security enhancements, lighting upgrades, office space restructuring, and replacement of outdated equipment in conferences rooms and print shop – Education Center.
12. How will the Enhancement Millage fund be distributed during the 2024-25 Budget year?	The Renewal of the Enhancement Millage in 2020 and changes to legislation require RESA to distribute current year collections to both local Districts and Public School Academies. An increase in total current collections is budgeted based on projected property value increases.





# PRELIMINARY BUDGET

# Wayne RESA

## 2024-2025

# Comments

## From Wayne RESA Superintendent, Daveda J. Colbert, Ph.D.

---

April 30, 2024

### Dear Superintendents and Board of Education Members:

This budget package reflects the projected financial profile of the Wayne County Regional Educational Service Agency's operations for fiscal year 2024-25. This information was presented to the Wayne RESA Board of Education on April 17, 2024, for review and discussion. A hearing for constituent districts will be held at the May 15, 2024, Wayne RESA Board of Education meeting. The budget is also being presented for formal approval at the June 12, 2024, meeting of the Board.

As one of the 56 intermediate school districts in the State of Michigan, Wayne RESA works closely with each of our 33 local school districts to ensure that our programs and services positively impact teaching and learning. We are connecting with, and directing our services, resources and leadership to Wayne County districts and schools with the goal of making these services relevant, cost effective, and focused on improving student achievement. Additionally, it is imperative that we continue to assist in targeting, maximizing, and distributing critical resources and to provide cost saving opportunities through collaboration, support, and economies of scale. Wayne RESA's support and expertise provided to local districts leads to clean audits, quicker resolution of issues, uninterrupted local services during periods of employee transition, and process improvements that help districts' operations run smoother, freeing up valuable time to keep the focus on improving instruction for our students.

The attached budget document provides a high level of information for your review. Additional detail is available on our website at [www.resa.net](http://www.resa.net) under "About Us", then "Reports". Answers to many of the questions we are asked can be found in the FAQ document also posted to the report page of our website. The Wayne RESA General Fund continues to have a positive fund balance and the Wayne RESA Board of Education has taken the position that we will manage the use of our fund balance to assure stability in our services from year to year, while optimizing vital services to support our districts.

Your questions or points of interest regarding this proposed budget are invited and should be directed to Drew McMechan, Assistant Superintendent of Financial Services at (734) 334-1564 or at [mcmecha@resa.net](mailto:mcmecha@resa.net)

Of course, you are always encouraged to contact me directly if you have any additional questions or comments about any aspect of Wayne RESA.

Sincerely,



Daveda J. Colbert, Ph.D.  
Superintendent





# Foreword



## Who We Are and What We Do

Wayne RESA is a regional educational service agency that provides a wide variety of services to children, families and communities. We coordinate many of our programs with Wayne County's 33 public school districts and 97 public school academies. We also provide services to local and intermediate school districts in other parts of the state.

The services Wayne RESA provides range from curriculum consulting, leadership and content coaching, and staff development, to helping districts maximize technology in the classroom and in their business and administrative operations. Wayne RESA's services save taxpayers millions of dollars annually and enable districts to concentrate more time, money, and energy on the direct education of students.

With a projected budget of over \$745 million, Wayne RESA's budget includes **more than \$587 million that is distributed to local districts and agencies**

to cover the costs related to special education, Medicaid, the enhancement millage, and other special projects and grant-funded initiatives.

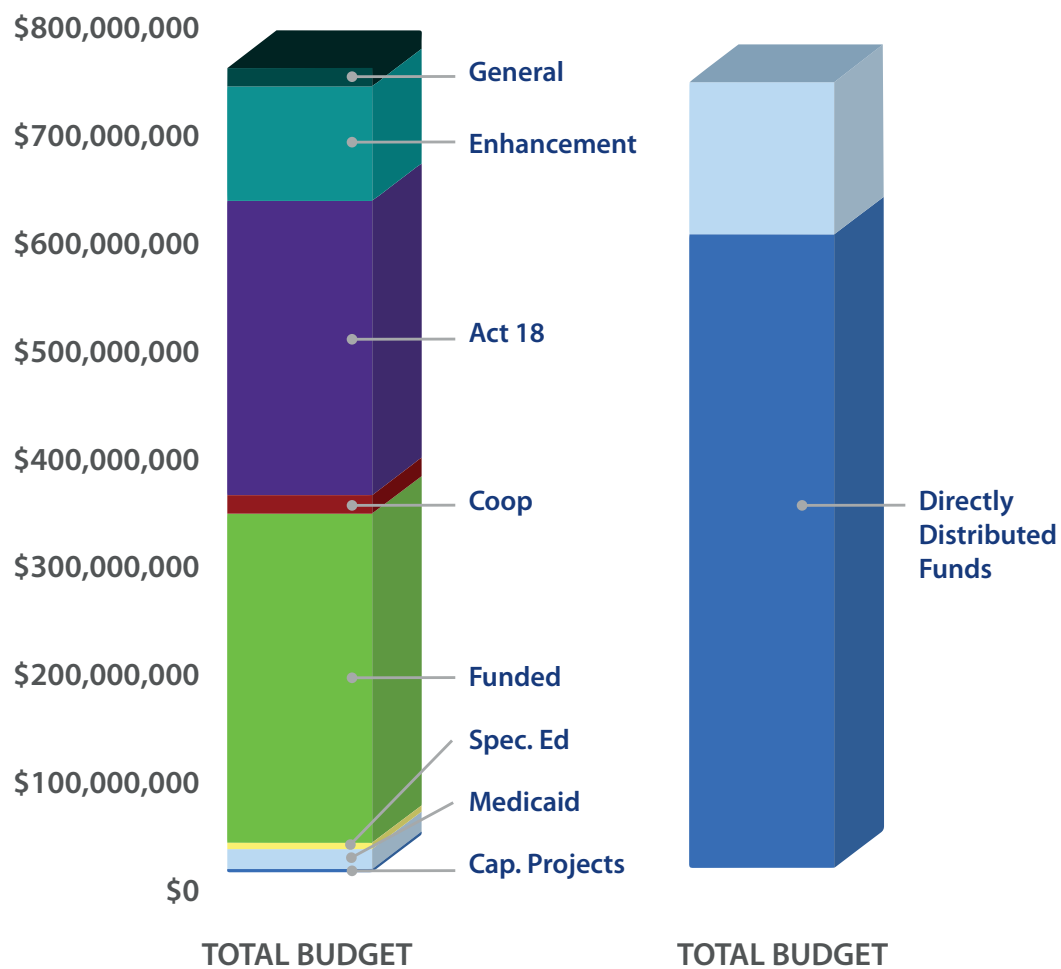
The Preliminary Budget reflects the expected revenues and planned expenditures for the 2024-2025 fiscal year. While projections are as precise as available information will permit, it is anticipated that adjustments will be necessary during the coming year.

The Preliminary Budget provides a comprehensive financial profile of all of the funds of Wayne RESA, as well as supplementary information to promote a more complete understanding of WRESA's financial structure.

Each of the individual funds includes a brief description of their purpose, and in the case of the General Operating Fund and the Cooperative Fund, are followed by links to detailed budgets for each cost center.

# Wayne RESA 2024-25 Budget

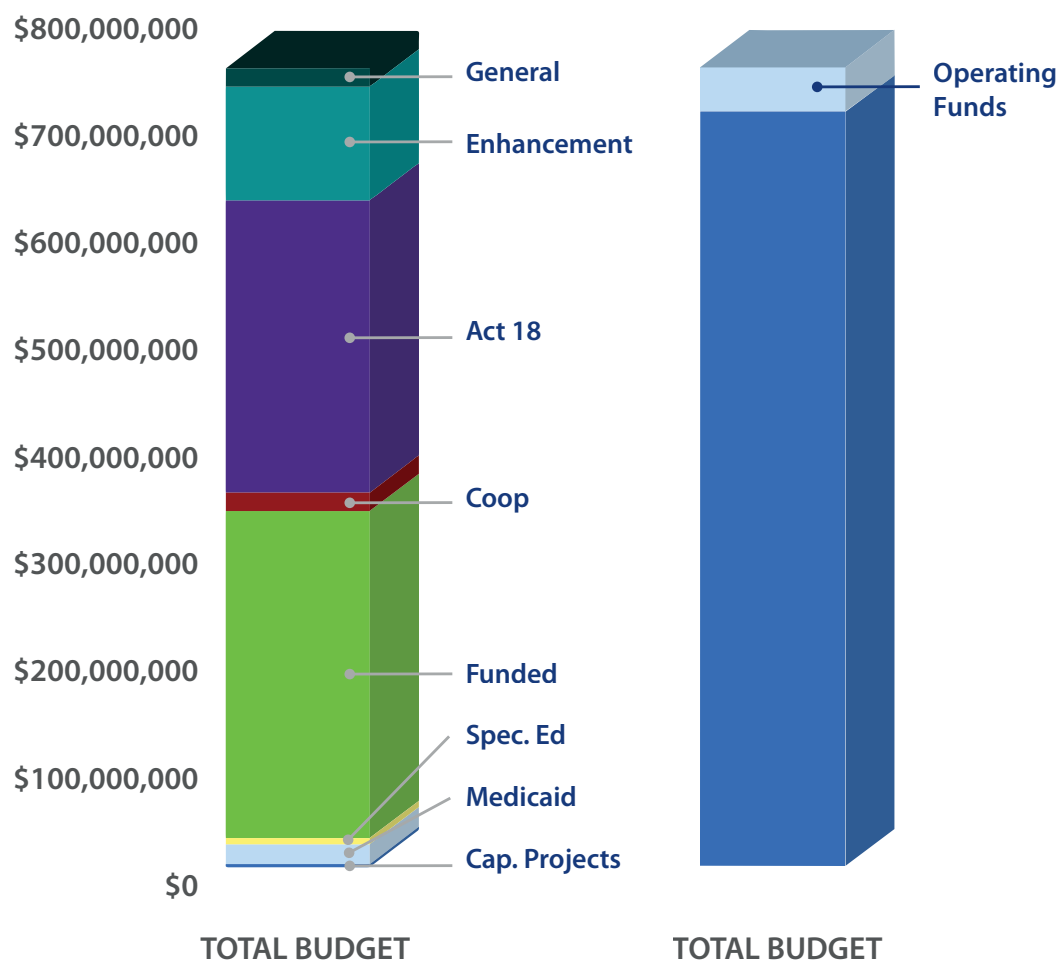
Wayne RESA's total budget across all funds is over \$745 million. Of this, \$587 million is directly distributed to schools.





# Wayne RESA 2024-25 Budget

Wayne RESA's Operating Funds, the General, Cooperative, Special Education Operating, and Capital Projects Funds, represent 5.75% of all the Agency's expenditures..



# Budget by Service Area

Wayne RESA's Operating Expenditures are further divided into both indirect services and direct services to districts. Indirect services and administration costs account for approximately 28% of costs, while direct services to districts make up the remaining 72%.

## Wayne RESA 2024-25 Operating Funds Budget by Service Area



# General Fund

The **General Fund Operating Budget** is established to record and report all financial transactions of the Agency except those required by law to be entered in other funds.

	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$23,694,132	\$18,233,209
<b>Revenues</b>		
Local Sources	\$7,863,000	\$8,078,700
State Sources	15,555,900	15,555,900
Incoming Transfers – Other Governmental Agencies	343,000	343,000
Incoming Transfers – Other Funds	1,100,000	1,100,000
<b>Total Revenues</b>	\$24,861,900	\$25,077,600
<b>Expenditures</b>		
Salaries	\$6,745,890	\$7,352,200
Employee Benefits	4,389,300	4,732,100
Purchased Services	2,494,500	2,554,500
Supplies and Materials	546,800	546,800
Capital Outlay	3,495,500	1,236,500
Other Expenses	160,100	160,100
Outgoing Transfers – Other Governmental	252,000	252,000
Other Funds	8,129,400	9,754,400
<b>Total Expenditures</b>	26,213,490	26,588,600
<b>Ending Fund Balance</b>	<b>\$22,342,542</b>	<b>\$20,831,542</b>

See the [General Fund Program details](#).

# Enhancement Millage Fund

The Wayne County schools **enhancement millage** was re-approved by voters in November of 2020 to levy two mills on all properties within the school districts in Wayne County. This millage is fully distributed as collected to the 33 school districts of Wayne County and eligible Public School Academies. It can be used for all allowable school expenditures.

	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$0	\$0
<b>Revenues</b>		
Local Sources	\$100,126,000	\$104,960,550
State Sources	1,130,000	1,130,000
Incoming Transfers – Other Governmental Agencies	0	0
Incoming Transfers – Other Funds	0	0
<b>Total Revenues</b>	\$101,256,000	\$106,090,550
<b>Expenditures</b>		
Salaries	\$0	\$0
Employee Benefits	0	0
Purchased Services	0	0
Supplies and Materials	0	0
Capital Outlay	0	0
Other Expenses	0	0
Outgoing Transfers – Other Governmental	101,256,000	106,090,550
Other Funds	0	0
<b>Total Expenditures</b>	\$101,256,000	\$106,090,550
<b>Ending Fund Balance</b>	<b>\$0</b>	<b>\$0</b>

# Act 18 Fund

**Act 18 monies** are collected and distributed by WRESA primarily to reimburse center program operating districts for allowable added costs. In 2002 an additional 1.5 mill was approved by voters increasing the total authorized millage to 3.5 mill. Act 18 monies are completely segregated from all other WRESA accounts and are distributed according to a county-wide plan recommended by constituent districts and approved by the WRESA Board of Education.

	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$307,583,141	\$268,787,541
<b>Revenues</b>		
Local Sources	\$170,397,100	\$178,173,340
State Sources	39,998,600	39,998,600
Incoming Transfers – Other Governmental Agencies	500,000	500,000
Incoming Transfers – Other Funds	5,600,000	5,600,000
<b>Total Revenues</b>	\$216,495,700	\$224,271,940
<b>Expenditures</b>		
Salaries	\$14,000	\$15,300
Employee Benefits	10,300	11,200
Purchased Services	2,149,800	2,149,800
Supplies and Materials	186,600	186,600
Capital Outlay	22,000,000	15,169,000
Other Expenses	100	100
Outgoing Transfers – Other Governmental	227,975,100	255,290,200
Other Funds	2,955,400	4,069,000
<b>Total Expenditures</b>	\$255,291,300	\$276,891,200
<b>Ending Fund Balance</b>	<b>\$268,787,541</b>	<b>\$216,168,281</b>

# Cooperative Education Fund

The **Cooperative Education Fund** is established to record and report the revenues and expenditures derived from providing services to local districts, agencies and public school academies. Revenues are comprised of user fees and subsidies from the General Operating Fund. Included in this fund are the activities included in Administrative and Instructional Technology Services, Illuminate Assessment Project, Print Services, Production Services, District Field Services, and Consolidated Services.

	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$4,057,540	\$3,257,540
<b>Revenues</b>		
Local Sources	\$113,500	\$136,700
Incoming Transfers – Other Governmental Agencies	8,353,800	8,710,400
Incoming Transfers – Other Funds	6,270,700	6,816,000
<b>Total Revenues</b>	\$14,738,000	\$15,663,100
<b>Expenditures</b>		
Salaries	\$6,020,300	\$6,562,400
Employee Benefits	4,040,100	4,356,200
Purchased Services	4,264,800	4,913,800
Supplies and Materials	705,900	705,900
Capital Outlay	292,100	327,100
Other Expenses	211,500	211,500
Outgoing Transfers – Other Governmental	0	0
Other Funds	3,300	3,300
<b>Total Expenditures</b>	\$15,538,000	\$17,080,200
<b>Ending Fund Balance</b>	<b>\$3,257,540</b>	<b>\$1,840,440</b>

See the [Cooperative Fund details](#).

# Funded Projects Fund

The **Funded Projects Fund Operating Budget** is established to record and report all financial transactions of a combination of grants and initiatives that support General Education and Special Education activities.

	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$ (567,307)	\$ (567,307)
<b>Revenues</b>		
Local Sources	\$4,207,730	\$17,994,255
State Sources	136,821,090	197,747,262
Federal Sources	144,148,861	136,633,101
Incoming Transfers – Other Governmental Agencies	2,065,327	1,923,224
Incoming Transfers – Other Funds	0	0
<b>Total Revenues</b>	\$287,243,008	\$354,297,842
<b>Expenditures</b>		
Salaries	\$4,728,040	\$13,578,367
Employee Benefits	0	8,952,692
Purchased Services	8,479,041	21,501,762
Supplies and Materials	4,560,972	5,206,001
Capital Outlay	0	5,000
Other Expenses	0	51,140
Outgoing Transfers – Other Governmental	268,280,371	301,338,427
Other Funds	1,194,584	3,664,453
<b>Total Expenditures</b>	\$287,243,008	\$354,297,842
<b>Ending Fund Balance</b>	<b>\$(567,307)</b>	<b>\$ (567,307)</b>

# Special Education Fund

The **Special Education Services Fund** provides consultant and staff development support for constituent districts to foster free and appropriate special education services for the eligible students with disabilities in Wayne County. The fund also includes the distribution of state and other funds to the Michigan School for the Deaf and certain other residential programs that serve Wayne County students.

	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$ -0-	\$ -0-
<b>Revenues</b>		
Local Sources	0	0
State Sources	\$1,590,700	\$1,590,700
Federal Sources	0	0
Incoming Transfers – Other Governmental Agencies	0	0
Incoming Transfers – Other Funds	3,255,400	4,369,000
<b>Total Revenues</b>	\$4,846,100	\$5,959,700
<b>Expenditures</b>		
Salaries	\$1,881,900	\$2,051,400
Employee Benefits	1,348,000	1,451,000
Purchased Services	554,900	1,396,000
Supplies and Materials	63,900	63,900
Capital Outlay	600,000	600,000
Other Expenses	5,800	5,800
Outgoing Transfers – Other Governmental	101,600	101,600
Other Funds	290,000	290,000
<b>Total Expenditures</b>	\$4,846,100	\$5,959,700
<b>Ending Fund Balance</b>	<b>\$-0-</b>	<b>\$-0-</b>



# Medicaid Fund

The **Medicaid Fund** represents flow-through funding to the local districts of Wayne RESA for direct Medicaid-eligible services and Caring for Students programs. These programs have been made available through an agreement entered into by WRESA on behalf of the constituent districts to provide partial reimbursement for services to Medicaid-eligible special education students and eligible health and mental health services provided to general education students.

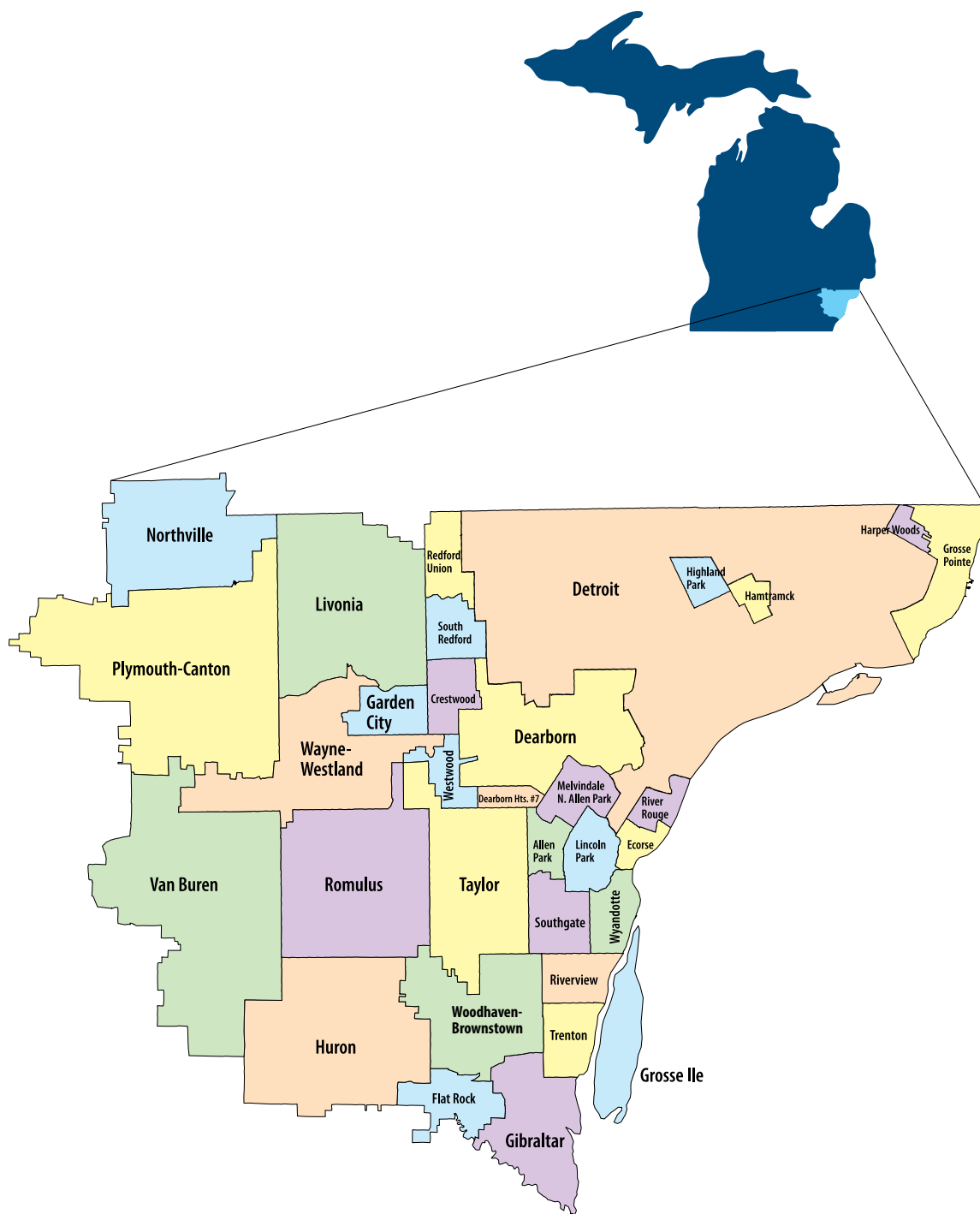
	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$-0-	\$-0-
<b>Revenues</b>		
Local Sources	\$18,352,100	\$18,397,800
<b>Total Revenues</b>	\$18,352,100	\$18,397,800
<b>Expenditures</b>		
Salaries	\$312,600	\$340,700
Employee Benefits	230,400	248,000
Purchased Services	43,800	43,800
Supplies and Materials	2,500	2,500
Capital Outlay	0	0
Other Expenses	900	900
Outgoing Transfers – Other Governmental	11,141,400	11,141,400
Other Funds	6,620,500	6,620,500
<b>Total Expenditures</b>	\$18,352,100	\$18,397,800
<b>Ending Fund Balance</b>	\$-0-	\$-0-

# Capital Projects Fund

The **Capital Projects Fund** has been established by the Board of Education as a segregated group of accounts that are to be used for non-routine capital items. The Capital Projects Fund is funded through transfers from the General Operating Fund.

	2023-24 Approved Budget	2024-25 Proposed Budget
<b>Beginning Fund Balance</b>	\$954,476	\$507,376
<b>Revenues</b>		
Local Sources	\$20,000	\$20,000
Incoming Transfers – Other Funds	1,825,000	2,950,000
<b>Total Revenues</b>	\$1,845,000	\$2,970,000
<b>Expenditures</b>		
Purchased Services	\$80,100	\$85,000
Capital Outlay	2,212,000	2,885,000
Other Expenses	0	0
<b>Total Expenditures</b>	\$2,292,100	\$2,970,000
<b>Ending Fund Balance</b>	<b>\$507,376</b>	<b>\$507,376</b>





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#### **Board of Education:**

James S. Beri • Mary E. Blackmon • Danielle Funderburg • Lynda S. Jackson • James Petrie

Daveda J. Colbert, Ph.D., Superintendent

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