

Regular Board Meeting

# Board Room

March 17, 2025



Fruitport Community Schools BOARD OF EDUCATION MEETING Board Room 3255 E. Pontaluna Rd, Fruitport 49415 Monday, March 17, 2025 - 7:00 p.m.

- I. CALL to ORDER
- II. PLEDGE of ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. PRESENTATIONS
- VI. COMMUNICATIONS

#### VII. SUPERINTENDENT/ADMINISTRATIVE REPORTS

- a. May 2025 Bond Proposition
  - i. Updates on District Website
  - ii. Postcard Mailer
- b. Update on Director of Special Education Position
- c. Letter of Support Village of Fruitport / Pomona Park
- d. Approved Ballot Language Muskegon and Ottawa Counties

#### VIII. REMARKS FROM THE PUBLIC\*

#### IX. CONSENT AGENDA

**1.** Approval of Bill Listing (attachment IX-1)

Fund	<u>Amount</u>
General Fund:	\$336,238.53
Other Funds:	
Early Childhood Center	\$434.79
Food Service	\$163,932.63
Cooperative Educ (ISD) – Tech Millage	\$21,812.56
Building and Site	\$118,000.00
Capital Projects Fund (Bond - 2021)	\$21,936.00
Total Bill List:	\$662,354.51

- 2. Acceptance of Student Activity Summary Report (attachment IX-2)
- **3.** Acceptance of Credit Card and Utilities Report (attachment IX-3)
- 4. Approval of Transfers and ACH Transactions Report (attachment IX-4)
- **5.** Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers) (attachment IX-5)
- 6. Approval of Regular Meeting Minutes February 10, 2025 (attachment IX-6)

#### X. GENERAL BOARD BUSINESS

1.Muskegon County Collaborative Schools of Choice Plan (attachment X-1) 2.MAISD FY 2026 Budget Review Delegate Appointment (attachment X-2)

# XI. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS JB Meeuwenberg, Chairperson

- 1. Report of Committee Meeting held March 11, 2025 (attachment XI-1)
- 2. Professional Surveying Services Boundary and Topographic (attachment XI-2)
- 3. 2025 Chromebook Purchase Recommendation (attachment XI-3)
- 4. E-rate Network Equipment Purchase Recommendation (attachment XI-4)
- 5. Transportation Purchase Recommendation (attachment XI-5)

#### XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS Steve Kelly, Chairperson

- 1. Report of Committee Meeting held March 10, 2025 (attachment XII-1)
- 2. Letters of Agreement with Fruitport Administrators Association (attachment XII-2)
  - a. Temporary Extra Duty Compensation Special Education
  - b. Partial Payout of Leave Time Upon Resignation
- 3. Childcare Rate and Staff Wage Increase (attachment XII-3)

#### XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS Tim Burgess, Chairperson

- 1. Report of Committee Meeting held March 10, 2025 (attachment XIII-1)
- 2. Thrun Law Firm Policy Update: March 2025 First Reading (attachment XIII-2)
  - a. Policy 4113 Michigan Earned Sick Time Act (ESTA)
  - b. Form 4113 Employee Notification: Michigan Earned Sick Time Act (ESTA)
- 3. Overnight Field Trip Request Varsity Baseball Games in Traverse City (attachment XIII-3)
- 4. Overnight Field Trip Request DECA International Competition (attachment XIII-4)
- 5. Overnight Field Trip 4<sup>th</sup> Grade Beach Trip to Camp Pendalouan (attachment XIII-5)

#### XIV. BOARD MEMBER REPORTS AND DISCUSSIONS

#### XV. AGENDA ITEMS FOR FUTURE MEETINGS

The Board will need to confirm the following dates and times:

- 1. Business & Finance Committee Meeting: April 15, 2025 at 6:00 p.m.
- 2. Personnel Committee Meeting: April 14, 2025 at 5:00 p.m.
- 3. Student Affairs Committee Meeting: April 14, 2025 at 5:30 p.m.
- 4. Board of Education Meeting: April 21, 2025 at 7:00 p.m.

#### XVI. REMARKS FROM THE PUBLIC\* XVII. ADJOURNMENT

\*Time is provided for members of the audience to address the Board of Education regarding any topic including items on the agenda. The Board is providing two opportunities for the public to comment during the meeting. The first is for people who wish to bring issues to the Board of Education for board consideration. At the end of the meeting, the Board will provide a brief opportunity for community members to comment on activities and/or discussion that took place during the Board meeting. Time limits may be placed if a large number of individuals would like to address the Board.

<u>Note</u>: Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

#### Expected Zero Mill Increase from the 2024 Debt Levy Proposed Bond Projects



**New Elementary School** - Construction of a new Edgewood Elementary to provide an updated, modern, and safe learning facility, as outlined in the District's long-term Master Facilities Plan.



**Early Childhood Center and District Growth** - Renovation of a part of the current Edgewood building to convert it into an Early Childhood Center. This would free up classrooms, allowing for District growth, at Beach, Shettler, and FMS, while improving access to early childhood programs.



**Safety Updates and Building Renovations** - Safety system updates, including updated fire alarm systems. Improvements to Beach, Shettler, and FMS would be completed based upon need and the District's Master Facilities Assessment.



**Playgrounds and Recreation** - Upgrades to barrier free school playgrounds, and the construction of a new Ken Erny Soccer Field that would serve as a multipurpose field for recess, physical education, recreation, and competitive soccer.



**Parking and Drop-off / Pick-up Improvements** - Construct separate bus and parent drop-off loops at Edgewood and the proposed Early Childhood Center, while adding additional parking, and improving safety at drop-off and pick-up.



**District Vehicle and School Bus Purchases** - Purchase of vehicles and school buses to update the District's transportation fleet.

Additional projects based upon need and the Master Facilities Assessment would also be completed.







Paid for by: Fruitport Community Schools 3255 E. Pontaluna Rd. Fruitport, MI 49415

# **VOTE** on or before May 6, 2025

Any registered voter residing in the Fruitport Community Schools district is eligible to vote in the May 6, 2025 election. Visit the Voter Information Center website at <u>www.michigan.gov/vote</u> to locate your polling place or to register to vote. Absentee ballots may also be requested at the same link. Absentee ballots will be available by no later than March 27, 2025.



#### Fruitport Community Schools



Scan the QR Code to Learn More Expected <u>Zero</u> Mill Increase from the 2024 Debt Levy Non-Profit Org. U.S. Postage PAID Fruitport, MI Permit No. 4



Fruitport Community Schools Superintendent's Office 3255 E. Pontaluna Road Fruitport, MI 49415 Phone: (231) 865-4100 Email: jkennedy@fruitportschools.net

February 13, 2025

Subject: Letter of Support for the Village of Fruitport's Grant Application

Dear Michigan Natural Resources Trust Fund:

On behalf of Fruitport Community Schools, I am pleased to offer my full support for the Village of Fruitport's grant application for funding through the Michigan Natural Resources Trust Fund. This grant will support the design and construction of a non-motorized, barrier-free walking path system in Pomona Park, a project that will bring significant benefits to the entire Fruitport community and beyond.

The proposed walking path system, which includes a boardwalk, gravel paths, parking improvements, and historical signage, will provide enhanced recreational opportunities and improved shoreline access for individuals of all ages and abilities. The walking path will also help protect the surrounding natural resources. This project represents a significant investment in our community's health, well-being, and historical appreciation, ensuring that our residents and visitors can experience the natural beauty of Pomona Park in an accessible and sustainable manner.

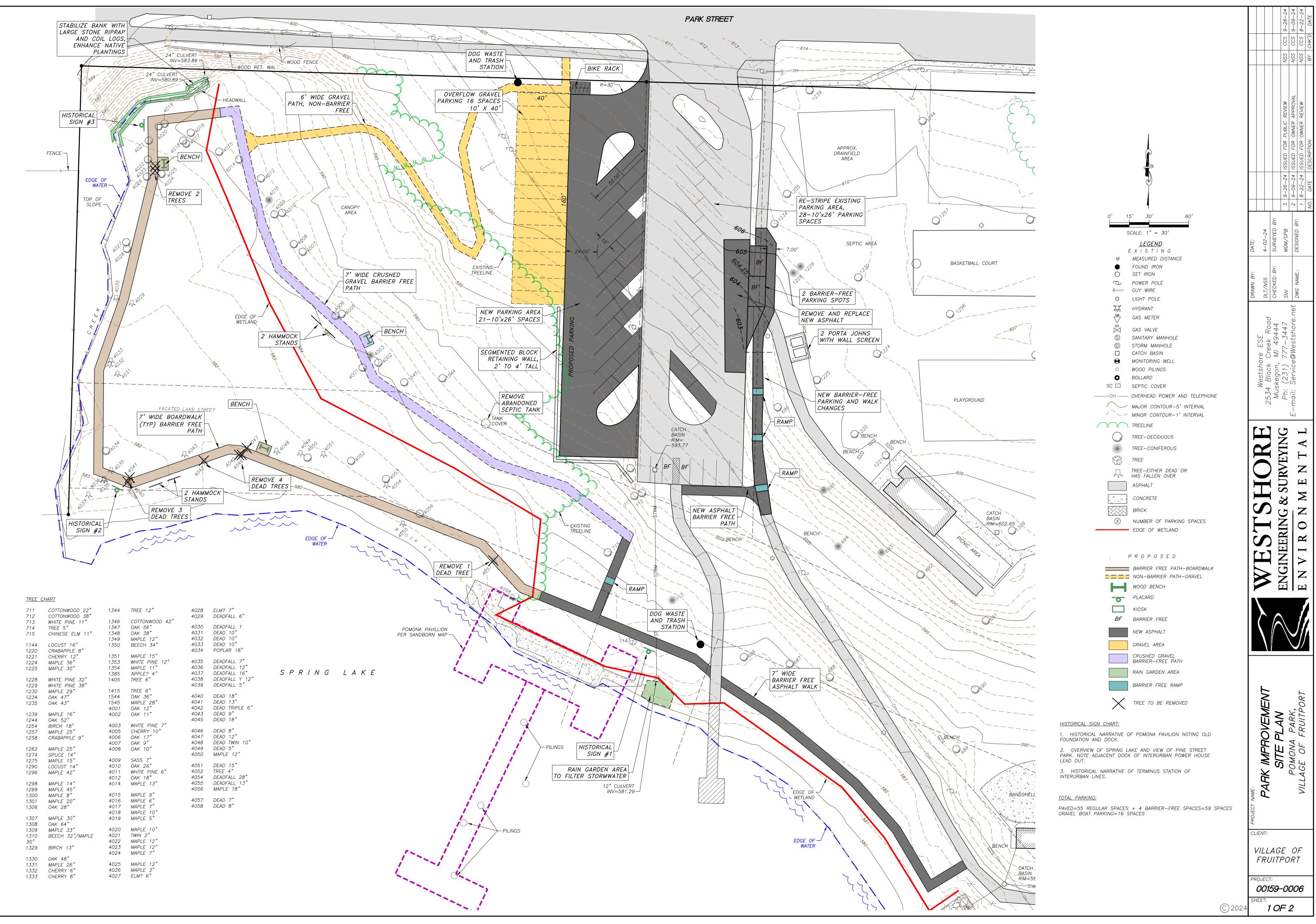
As a school district committed to the enrichment of our students and community, we recognize the immense value this project will bring to our residents. Encouraging outdoor activity and accessibility aligns with our mission to support student and community well-being. Additionally, the historical signage component will offer educational opportunities, fostering an appreciation for our local history among students and families.

The Village of Fruitport has demonstrated a strong commitment to community improvement, and this project is a natural extension of their efforts to provide quality recreational amenities. I am confident that this initiative will enhance the quality of life in Fruitport, and serve as a valuable resource for generations to come.

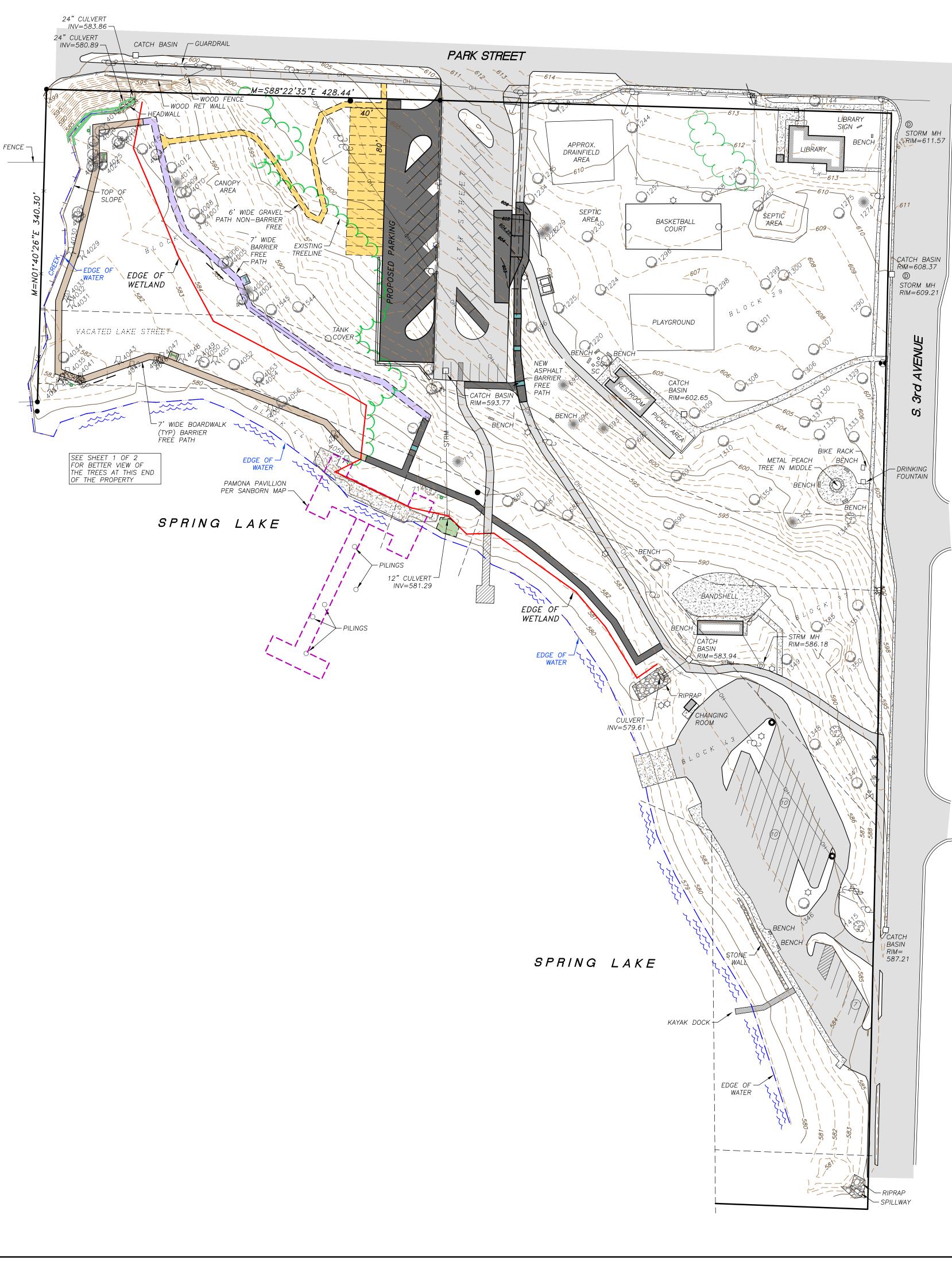
I strongly encourage the Michigan Natural Resources Trust Fund to approve the Village of Fruitport's grant application. Thank you for your consideration of this important project, and please do not hesitate to reach out if further support or information is needed.

Respectfully,

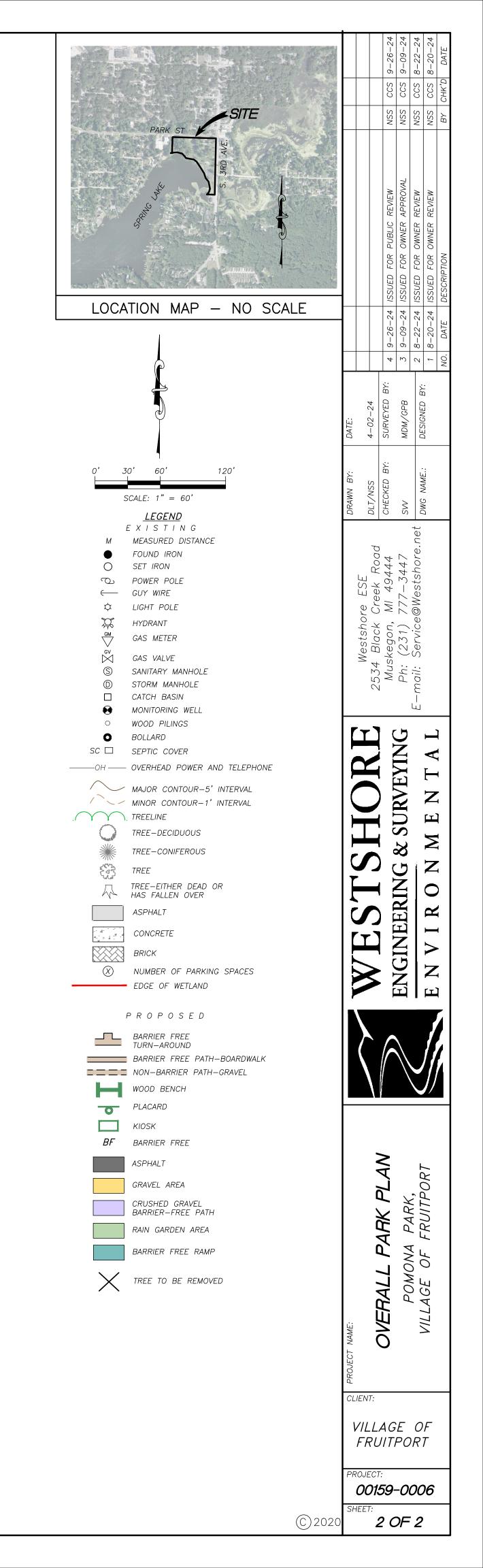
Jason J. Kennedy Superintendent



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711	COTTONWOOD 22"	1344	TREE 12"	4028	ELM? 7"
712	COTTONWOOD 38"			4029	DEADFALL 6"
713	WHITE PINE 11"	1346	COTTONWOOD 42"	1020	
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1239	MAPLE 16"	4002	OAK 11"	4043	DEAD 9"
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1258	CRABAPPLE 9"	4006	OAK 17"	4047	DEAD 12"
		4007	OAK 9"	4048	DEAD TWIN 10"
1262	MAPLE 25"	4008	OAK 10"	4049	DEAD 5"
1274	SPUCE 14"			4050	MAPLE 12"
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		4012	OAK 18"	4054	DEADFALL 28"
1298	MAPLE 14"	4014	MAPLE 13"	4055	DEADFALL 13"
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1415	TREE 6"
1544	OAK 36"
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4002	OAK 11"
4003	WHITE PINE 7"
4005	CHERRY 10"
4006	OAK 17"
4007	OAK 9"
4008	OAK 10"
4009	SASS 7"
4010	OAK 26"
4011	WHITE PINE 6"
4012	OAK 18"
4014	MAPLE 13"
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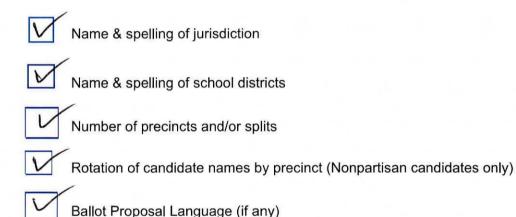




Lori Hayes Elections Coordinator Karen D. Buie Muskegon County Clerk **Ivy L. Wiltenburg** Chief Deputy County Clerk

#### Ballot Approval Form May 6, 2025 Special Election

Please carefully review the attached ballot proofs. Prior to signing for approval, ALL of the following that are applicable:



I have reviewed the ballot proofs as directed and certify that all of the above is accurate and approved for ballot printing.

Jason J. Kenned

Signature

Please return this form to Muskegon County Elections by email. Email: elections@co.muskegon.mi.us

Muskegon County Clerk's Office | 1903 Marquette Ave., Suite A104, Muskegon, MI 49442 | Ph 231.724.6221 Muskegon Count Circuit Court Records | 97 East Apple Ave., Suite 110, Muskegon, MI 49442 | Ph 231.724.6251



U.S. MAIL ADDRESS P.O. Box 2575, EAST LANSING, MI 48826-2575 PHONE: (517) 484-8000 FAX: (517) 484-0041

> ALL OTHER SHIPPING 2900 WEST ROAD, SUITE 400 EAST LANSING, MI 48823-6386

ROBERT A. DIETZEL FREDRIC G. HEIDEMANN KATHERINE WOLF BROADDUS RYAN J. NICHOLSON DANIEL R. MARTIN CRISTINA T. PATZELT JENNIFER K. STARLIN PHILIP G. CLARK TIMOTHY T. GARDNER, JR. PIOTR M. MATUSIAK JESSICA E. MCNAMARA IAN F. KOFFLER

RYAN J. MURRAY ERIN H. WALZ MACKENZIE D. FLYNN KATHRYN R. CHURCH MARYJO D. BANASIK CATHLEEN M. DOOLEY AUSTIN M. DELANO KELLY S. BOWMAN BRIAN D. BAAKI GORDON W. VANWIEREN, JR. (OF COUNSEL) LISA L. SWEN (OF COUNSEL) ROY H. HENLEY (OF COUNSEL)

February 26, 2025

Via Email

JEFFREY J. SOLES

MICHAEL D. GRESENS

RAYMOND M. DAVIS

MICHELE R. FADDY

IAN F. KOFFLER (517) 374-8865 ikoffler@thrunlaw.com

KIRK C. HERALD

CHRISTOPHER J. JAMARINO

Mr. Jason Kennedy Superintendent Fruitport Community Schools 3255 East Pontaluna Road Fruitport, Michigan 49415-9600

Re: Special School Election on Tuesday, May 6, 2025

Dear Mr. Kennedy:

Returned herewith is the proof proposition ballot for the above-referenced election.



The ballots have been proofread and are correct.

П The ballots have been proofread and corrections are marked.

Please provide another proof before final printing.

Thank you for providing a proof ballot for our review.

Very truly yours,

THRUN LAW FIRM, P.C.

Bv

IFK/keh

Attachment

Mark Mesbergen, Director of Business Services (via email) cc:

#### **Preview Ballot**

02/26/2025 12:09:12

#### Special Election Tuesday, May 6, 2025 Muskegon County, Michigan Fruitport Charter Township, Precinct 1

Shall the County of Muskegon, Michigan, be authorized to levy annually an amount not to exceed .31 mill (\$0.31 on each \$1,000 of taxable value), which is a new additional millage, against all taxable property within Muskegon County for a period of twenty (20) years, 2025 to 2044, inclusive, for the purpose of constructing new museum space, renovating the existing museum, updating exhibits and purchasing furniture, fixtures and equipment for the Muskegon Museum of History	Shall Fruitport Community Schools, Muskegon and Ottawa Counties, Michigan, borrow the sum of not to exceed Eighty- Two Million Dollars (\$82,000,000) and issue its general obligation unlimited tax bonds therefor, in one or more series, for the purpose of: acquiring, erecting, completing, remodeling, and equipping and re-equiping school buildings and facilities, and additions	36550
& Science, which is part of the Lakeshore Museum Center, and any other museum purpose authorized by law? The estimate of the revenue Muskegon County will collect if the millage is approved and levied in the first year (2025) is approximately \$1,900,000. By law, a portion of the millage may be subject to capture by brownfield redevelopment authorities and those authorities governed by the Recodified Tax Increment Financing Act, 2018 PA 57, including downtown development authorities and local finance development	to school buildings and facilities; furnishing and refurnishing school buildings and facilities; acquiring, installing, equipping and re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, developing, improving and equipping athletic fields, play fields, playgrounds, structures, facilities and sites? The following is for informational purposes only: The estimated millage that will be levied for the proposed	VOR
authorities in the County of Muskegon. Yes No	bonds in 2025 is 1.44 mills (\$1.44 on each \$1,000 of taxable valuation) for a 0.00 mills net increase over the prior year's levy. The maximum number of years the bonds of any series may be outstanding, exclusive of any refunding, is thirty (30) years. The estimated simple average annual millage anticipated to be required to retire this bond debt is 3.15 mills (\$3.15 on each \$1,000 of taxable valuation). (Pursuant to State law, expenditure of bond proceeds must	
	be audited and the proceeds cannot be used for repair or maintenance costs, teacher, administrator or employee salaries, or other operating expenses.) Yes No No No No No No No No No No	
	KEH (BA	F
	5000 Jemes 02/28/2025	=.



Justin F. Roebuck County Clerk | Register of Deeds

> Renee E. Kuiper **Chief Deputy Clerk**

Katie Bard **Elections Supervisor** 

#### **Ballot Approval Form** May 6, 2025 Special Election

Please carefully review the attached ballot proofs. Prior to signing for approval, proof ALL of the following that are applicable:

> M Name & spelling of Jurisdiction Name & number of wards (if any) and precincts Ballot Proposal Language (if any)

I have reviewed the ballot proofs as directed and certify that all of the above is accurate and approved for ballot printing.

Jason J. Kennels Printed Name

en

Please return this form to Ottawa County Elections by email. Email: elections@miottawa.org

O Circuit Court Records 414 Washington Avenue Room 320 Grand Haven, MI 49417 616-846-8315

**OCCR - Family** 12240 Fillmore St. Room 50 West Olive, MI 49460 616-786-4108

**O Elections Division** 12220 Fillmore Street **Room 130** West Olive, MI 49460 616-994-4535

O Register of Deeds 12220 Fillmore Street **Room 146** West Olive, MI 49460 616-994-4510

**O Vital Records** 12220 Fillmore Street **Room 130** West Olive, MI 49460 616-994-4531

www.miOttawa.org/ClerkROD



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DANIEL R. MARTIN

IAN F. KOFFLER

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Via Email

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CHRISTOPHER J. JAMARINO

Mr. Jason Kennedy Superintendent Fruitport Community Schools 3255 East Pontaluna Road Fruitport, Michigan 49415-9600

Re: Special School Election on Tuesday, May 6, 2025

Dear Mr. Kennedy:

Returned herewith is the proof proposition ballot for the above-referenced election.



The ballots have been proofread and are correct.

Π The ballots have been proofread and corrections are marked.

Please provide another proof before final printing.

Thank you for providing a proof ballot for our review.

Very truly yours,

THRUN LAW FIRM, P.C.

New By

IFK/keh Attachment

CC: Mark Mesbergen, Director of Business Services (via email)

#### **Preview Ballot**

02/20/2025 16:49:45

#### Special Election Tuesday, May 6, 2025 Ottawa County, Michigan Spring Lake Township, Precinct 6-FPS

#### **Proposal Section**

#### Fruitport Community Schools Bond Proposal

Shall Fruitport Community Schools, Muskegon and Ottawa Counties, Michigan, borrow the sum of not to exceed Eighty-Two Million Dollars (\$82,000,000) and issue its general obligation unlimited tax bonds therefor, in one or more series, for the purpose of:

acquiring, erecting, completing, remodeling, and equipping and re-equipping school buildings and facilities, and additions to school buildings and facilities; furnishing and refurnishing school buildings and facilities; acquiring, installing, equipping and reequipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, developing, improving and equipping athletic fields, play fields, playgrounds, structures, facilities and sites?

The following is for informational purposes only:

The estimated millage that will be levied for the proposed bonds in 2025 is 1.44 mills (\$1.44 on each \$1,000 of taxable valuation) for a 0.00 mills net increase over the prior year's levy. The maximum number of years the bonds of any series may be outstanding, exclusive of any refunding, is thirty (30) years. The estimated simple average annual millage anticipated to be required to retire this bond debt is 3.15 mills (\$3.15 on each \$1,000 of taxable valuation).

(Pursuant to State law, expenditure of bond proceeds must be audited and the proceeds cannot be used for repair or maintenance costs, teacher, administrator or employee salaries, or other operating expenses.)

Yes No

VOK prooked 25 2.26.25 KEH 1895

V OK Soord Centers 02/2025

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#### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

To: Board of Education

Attachments # IX-1 through IX-6

From: Jason Kennedy

#### Subject to be Discussed and Policy Reference:

- Bill Listing
- Student Activity Summary Report
- Credit Card and Utilities Report
- Transfers and ACH Transactions
- Personnel Report
- Regular Meeting Minutes February 10, 2025

### **Background Information:**

See attached

#### **Financial Impact:**

#### **Recommended Action:**

Approval of the Consent Agenda, as presented.

Action Ta	aken:			
Vote:	Burgess	Cole	Hazekamp	Kelly
	_ Meeuwenberg _	Mueller	Six	



# FRUITPORT COMMUNITY SCHOOLS BILL LIST Month of February 2025

FUND	<u>AMOUNT</u>
GENERAL FUND	\$336,238.53
EARLY CHILDHOOD CENTER	\$434.79
FOOD SERVICE	\$163,932.63
COOPERATIVE EDUC (ISD) - TECH MILLAGE	\$21,812.56
BUILDING & SITE	\$118,000.00
CAPITAL PROJECTS (BOND)2021	\$21,936.00
GRAND TOTAL	\$662,354.51

#### Fruitport Community Schools Student Activity Summary Report Month ending February 28, 2024

Student Activity Sub Totals	<b>BEGINNING BALANCE</b>	NET CHANGE	ENDING BALANCE
District Wide Student Activity Accounts	87,695.77	8,227.51	95,923.28
Beach Elementary Student Activity Accounts	21,304.80	(1,317.36)	19,987.44
Edgewood Elementary Student Activity Accounts	53,016.35	9,521.55	62,537.90
High School Class of Student Activity Accounts	7,966.47	-	7,966.47
High School Athletic Student Activity Accounts	85,355.47	1,833.09	87,188.56
High School Student Activity Accounts	244,625.03	(5,599.63)	239,025.40
Middle School Student Activity Accounts	46,690.19	4,972.75	51,662.94
Shettler Elementary Student Activity Accounts	31,407.70	110.00	31,517.70
Alt. High School Student Activity Accounts	600.44	-	600.44
Millionaire Party Accounts	12,831.21	12,308.24	25,139.45
Total Student Activity Fund	\$ 591,493.43	\$ 30,056.15	\$ 621,549.58

#### Credit Card and Utilities Detail For the month ending February 28, 2025

Utilities:		July	August	September	October	November	December	January	February	March	April	May	June	Total
otinties.	Consumers	\$ 1,150.94	\$ 1,238.47	\$ 898.16	\$ 1,071.39	\$ 893.31	\$ 933.85	\$ 1,018.50	\$ 967.91					\$ 8,172.53
	Frontier	\$ 50.26	\$ 50.41	\$ 50.41	\$ 50.41	\$ 50.59	\$ 50.59	\$ 50.59	\$ 50.67					\$ 403.93
	MISEC**	\$ 28,497.64	\$ 34,011.46	\$ 29,375.69	\$ 79.57	\$ -	-	\$-	\$-					\$ 91,964.36
	Total Utilities	\$ 29,698.84	\$ 35,300.34	\$ 30,324.26	\$ 1,201.37	\$ 943.90	\$ 984.44	\$ 1,069.09	\$ 1,018.58	\$-	\$ -	\$-	\$-	\$ 100,540.82
Credit Cards	*.													
	General Fund	\$ 83,027.33	\$145,188.56	\$166,761.93	\$ 49,226.71	\$ 81,796.57	\$ 93,926.90							\$ 619,928.00
	Early Childhood	\$ 1,797.36	\$ 1,364.34	\$ 5,396.48	\$ 1,154.36	\$ 3,557.66	\$ 1,020.98							\$ 14,291.18
	Food Service	\$-	\$ 1,314.70	\$ 2,125.94	\$-	\$ 891.03	\$ 860.44							\$ 5,192.11
	Tech/Security Millage	\$ 8,306.28	\$ 13,447.36	\$ 3,822.20	\$ 3,282.86	\$ 6,131.08	\$ 576.46							\$ 35,566.24
	Student Activities	\$ 21,241.28	\$ 34,029.47	\$ 29,888.73	\$ 13,861.41	\$ 37,066.51	\$ 36,296.67							\$ 172,384.07
	Total Credit Card Charges	\$114,372.25	\$195,344.43	\$207,995.28	\$ 67,525.34	\$129,442.85	\$132,681.45	\$-	\$ -	\$-	\$ -	\$ -	\$ -	\$ 847,361.60

\*Credit cards are always a month behind

\*\*MISEC moved to AP in October

		February 2025 Transfers		
Payment Date	Debit Account Desc	Credit Account Desc	Amo	unt
2/13/2025	6 Checking - General Fnd Inv - USD	Checking - General Account - USD ***General Account balance low	\$	500,000.00
2/13/2025	6 Checking - General Fnd Inv - USD	Checking - Payroll - USD ***2/14/25 Payroll & ORS Transfer	\$	1,104,470.31
2/19/2025	Checking - Capital Project Funds - USD	Checking - General Account - USD ***AP Transfer Transfer	\$	21,936.00
2/20/2025	Checking - General Fnd Inv - USD	Checking - General Account - USD ***General Account balance low	\$	500,000.00
2/25/2025	Checking - General Fnd Inv - USD	Checking - HRA - USD ***HRA Account Balance Low	\$	10,000.00
2/28/2025	Checking - General Account - USD	Checking - Capital Project Funds - USD ***AP Transfer	\$	118,000.00
2/28/2025	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***2/28/25 Payroll & ORS Transfer	\$	1,238,833.11
		Total Transfers in February	\$	3,493,239.42

# Personnel Report – March 17, 2025

It is recommended that the following candidates be offered contracts and/or salary increases pending final approval from the Board of Education:

Brandie Bolles – Noon Supervisor (Shettler) Emily Hoekstra – Temporary ELA Teacher Bethany Hough – Food Service (Beach) Julia LaMadline – Noon Supervisor (Beach) Jennifer Mayorga – Bus Aide Lori VanDonkelaar – Noon Supervisor (Beach)

The following staff members will Resign/Retire/Reduce Hours/Transfer:

Mindy Freeland – 4<sup>th</sup> Grade Teacher (Beach); Effective June 30, 2025 Jamie Venema- Special Education Supervisor; Effective March 3, 2025 Bobbie Wash – 4<sup>th</sup> Grade Teacher (Beach); Effective June 30, 2025 Dina Woodard – 6<sup>th</sup> Grade Teacher (Fruitport Middle School); Effective June 30, 2025

The following positions are currently posted:

Director of Special Education Educational Interpreter for Deaf and/or Hard of Hearing Girls Track – Assistant Coach Instructional Assistant (3) – Edgewood ASD, Beach, Beach MOCI Classroom Premier Substitute Teacher School Bus Aide School Bus Driver School Psychology Intern (Year 3) Year Round Child Care Assistant February 28, 2025

Superintendent Kennedy, the Fruitport BofE, and Principal Bogue,

I am writing this letter to inform you that I intend to retire at the end of the 2024-2025 school year. Please accept this letter as my formal declaration of retirement.

Sincerely, Mindy Freeland Fourth Grade Teacher Beach Elementary

P.S. I have included a short poem, just for fun!

# This is just to say

By: Mindy Freeland Inspired by Wiliam Carlos Williams

I have served the students at Fruitport for the last year

And while it has been real, fun, & real fun

Forgive me I must try, to relocate life's joys

#### Subject: Resignation Letter

Dear Jason Kennedy,

I hope this message finds you well.

I want to take a moment to express my gratitude for the past 19 years. It has been a pleasure to serve as the Assistant Principal/AD at Fruitport Middle School, Principal at Shettler Elementary, and Special Education Supervisor within the Eastern Service Unit. Serving the Fruitport Community Schools has been both an honor and a joy.

As my time here comes to a close, I would like to inform you that I have accepted a position as the Director of Special Education with Muskegon Public Schools. Please accept this as my formal letter of resignation, effective March 3, 2025.

Thank you once again for the incredible experiences and support throughout these years.

Warm regards, 1 M

Japate Venema

Dear Superintendent Kennedy, FCS School Board, and Mr. Bogue,

This letter is to inform you of my intent to retire at the end of the 2024-2025 school year. Thanks for the memories!

Sincerely, Bobbie Wash

Beach Elementary 4th Grade



#### retirement

**Woodard, Dina** <dwoodard@fruitportschools.net> Thu, Feb 27, 2025 at 9:14 AM To: "Cole, Kris" <kcole@fruitportschools.net>, Jason Kennedy <jkennedy@fruitportschools.net>

Please accept this email as notification of my retirement at the end of the school year, June 2025. Thank you, Dina

Dina Woodard 6th grade teacher Fruitport Middle School (231) 865-3128 ext. 3112 dwoodard@fruitportschools.net

A teacher affects eternity. He can never tell where his influence stops. Henry B. Adams



### Fruitport Community Schools **REGULAR BOARD MEETING MINUTES** Monday, February 10, 2025 – 7:00 p.m.

#### Meeting Location:

Fruitport Community Schools Central Office Board of Education Meeting Room 3255 E. Pontaluna Rd. Fruitport, MI 49415

- I. **CALL TO ORDER**: The Regular meeting of the Board of Education was called to order at 7:00 p.m. by Board President, Dave Hazekamp.
- II. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited by those in attendance at the meeting.
- III. ROLL CALL: Present Tim Burgess, Kris Cole, Dave Hazekamp, Steve Kelly, JB Meeuwenberg, Josh Mueller, and Kathy Six.

#### IV. APPROVAL OF AGENDA

Item 25-22. MOTION by Cole, SECOND by Meeuwenberg to approve the agenda, as amended.

• Add: General Board Business - 2. Reinstatement of Student 7130466023

MOTION CARRIED: 7-0.

#### V. **PRESENTATIONS**: None

VI. COMMUNICATIONS: None

#### VII. SUPERINTENDENT/ADMINISTRATIVE REPORTS:

#### • May 2025 Bond Proposition

Superintendent Kennedy discussed highlights of the May 2025 Bond Proposition for those in attendance at the Board meeting. The Superintendent also reviewed the District's May 2025 Bond Website that provides transparent information for the community about the proposed bond project. Frequently asked questions documents were reviewed, as was the recently released May 2025 bond video. This information can be found on the District's bond website. More than 4,400 views of the bond video occurred in the first twenty-four (24) hours of the video being released.

#### • Muskegon County Collaborative Schools of Choice Plan

The Board discussed the Muskegon County Collaborative Schools of Choice Plan, and the timelines associated with the Schools of Choice Plan. There were no new recommended changes to the Muskegon County Collaborative Schools of Choice Plan, with the window for Schools of Choice applications being open from May 1 through May 30, 2025. A resolution to continue to participate in the Muskegon County Collaborative Schools of Choice Plan will be placed on the March 2025 Board of Education for consideration.

#### • FY 2026 Executive Budget Recommendations

Details of the recently released FY 2026 Executive Budget recommendations by the Governor and State Budget Office were shared with the Board of Education.

#### • State and Federal Update to the State Board of Education

An update from the Legislative Liaison for the Michigan Department of Education was shared with the Board of Education by Superintendent Kennedy. This update highlighted state and federal legislative changes that will impact education, and that are set to take effect.

#### VIII. REMARKS FROM THE PUBLIC: None

#### IX. CONSENT AGENDA

Item 25-23. MOTION by Kelly, SECOND by Cole to approve the Consent Agenda as listed below:

- 1. Approval of Bill Listing in the amount of \$474,338.36
- 2. Acceptance of Monthly Financial Report
- 3. Acceptance of Student Activity Summary Report
- 4. Acceptance of Credit Card and Utilities Report
- 5. Approval of Transfers and ACH Transactions Report
- 6. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers)
- 7. Approval of Organizational Meeting Minutes January 27, 2025
- 8. Approval of Regular Meeting Minutes January 27, 2025

#### MOTION CARRIED: 7-0.

#### X. GENERAL BOARD BUSINESS:

#### 1. Board Team Building Discussion - No Action

The Board discussed developing a strategy to assist in acclimating both of our board members, who were newly elected, to the Board of Education.

#### 2. Reinstatement Resolution of Student 7130466023

Item 25-24. MOTION by Six, SECOND by Cole to approve the conditional reinstatement of Student 7130466023, as discussed. The resolution conditionally allows Student 7130466023 to be reinstated to Fruitport Adult Education to participate in the high school completion program or the GED completion program. The reinstatement is limited to programs at Fruitport Adult Education. Student 7130466023 will be prohibited from being present on school grounds at Fruitport High School, or at other Fruitport school sponsored events; however, Student 7130466023 may be present at the adult education program to complete coursework toward his high school diploma or GED.

#### ROLL CALL VOTE:

Ayes: Tim Burgess, Kris Cole, Dave Hazekamp, Steve Kelly, JB Meeuwenberg, Josh Mueller, Kathy Six.

Nays: None

MOTION CARRIED: 7-0.

#### XI. BUSINESS AND FINANCE COMMITTEE REPORTS & RECOMMENDATIONS

#### • Report of committee meeting held on February 4, 2025

There was not a report from the Business and Finance Committee, nor business to report on, as the February 4, 2025 meeting of the Business and Finance Committee was canceled due to a lack of agenda items.

#### XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS:

#### • Report of committee meeting held on February 3, 2025

Steve Kelly provided a report of the committee meeting that was called to order at 5:00 p.m. on February 3, 2025. Dave Hazekamp, Steve Kelly, Jason Kennedy, and Kathy Six were present. The Committee discussed the February 2025 Personnel Report. The Committee also discussed an update on the posting and hiring process for the Director of

Special Education position within Fruitport Community Schools and the Eastern Service Unit, and the Committee discussed the policy update from Thrun Law Firm on the Earned Sick Time Act (ESTA). The meeting adjourned at 5:36 p.m.

#### XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

#### • Report of committee meeting held on February 3, 2025

Tim Burgess provided a report of the committee meeting that was called to order at 5:36 p.m. on February 3, 2025. Dave Hazekamp, Josh Mueller, and Jason Kennedy were present. The Committee discussed the policy update from Thrun Law Firm on the Earned Sick Time Act (ESTA), and it also discussed adding an item to the Board agenda that would allow Board members to get to know one another better, as we have two (2) new incoming board members. The meeting adjourned at 6:36 p.m.

#### 1. Thrun Law Firm Policy Update: January 2025 – No action

The Board of Education discussed the following policy and form, as developed by Thrun Law Firm. A first reading of the policy took place, and no action was taken by the Board of Education. The policy would define the benefit year as being from July 1 through June 30 each year, and provides that time will be tracked in fifteen (15) minute increments for employees.

- a. Policy 4113 Michigan Earned Sick Time Act (ESTA)
- b. Form 4113 Employee Notification: Michigan Earned Sick Time Act (ESTA)

#### 2. Overnight Trip Request - 8th Grade Trip to Washington, DC

Item 25-25. MOTION by Six, SECOND by Burgess to approve the overnight trip request from Tim McKeeby for 8th grade students to attend the annual field trip to Washington, DC on April 24-27, 2025, as discussed.

MOTION CARRIED: 7-0.

#### XIV. BOARD MEMBER REPORTS AND DISCUSSIONS:

Kris Cole discussed a fundraiser at Northway Lanes to support the Robotics Team. Kris also discussed the upcoming Beach STEM night and band concert.

Dave Hazekamp shared that there are a lot of good things happening in the District as a result of all of the good people working together to benefit students and families.

JB Meeuwenberg shared a concern about Tuesday evenings not being the best evening for him to attend Business and Finance Committee meetings due to conflicts in his schedule. Josh Mueller shared the success of the youth wrestling program. Currently, there are more than 130 youth wrestlers in the program, and that number continues to grow. The youth wrestling team recently placed second out of sixty-nine (69) schools at the last wrestling tournament. Josh also shared the success of the high school wrestling team, as they won the District Championship.

Kathy Six discussed a need for the Committee and the Board to discuss recommendations from the Sex Education Advisory Board (SEAB). She attended the January SEAB meeting. It was discussed that once any recommendation is ready to be reviewed by the Board, at least two (2) public meetings/hearings must be conducted to review any recommended changes. No recommendations have been made to the administration at this time. Kathy also discussed how proud she was of the competitive cheer team for setting a new school record, and the wrestling team for winning a District Championship.

#### XV. AGENDA ITEMS for FUTURE MEETINGS & SCHEDULING OF ANY SPECIAL MEETINGS

- 1. The Business and Finance Committee will meet on March 11, 2025 at 6:00 p.m.
- 2. The Personnel Committee will meet on March 10, 2025 at 5:00 p.m.
- 3. The Student Affairs Committee will meet on March 10, 2025 at 5:30 p.m.
- 4. The Board of Education will meet on March 17, 2025 at 7:00 p.m.

#### XVI. REMARKS FROM THE PUBLIC: None

#### XVII. ADJOURNMENT

Item 25-26. MOTION by Kelly, SECOND by Meeuwenberg to adjourn.

#### MOTION CARRIED: 7-0.

The meeting adjourned at 7:58 p.m.

Respectfully submitted,

Steve Kelly, Board Secretary

Danielle VanderMeulen, Recording Secretary

#### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

To: Board of Education

Attachments #X-2

From: Jason Kennedy

**Subject to be Discussed and Policy Reference:** Muskegon County Collaborative Schools of Choice

**Background Information**: In order to participate in the Muskegon County Cooperative Schools of Choice Program, the Board must approve the attached Schools of Choice Resolution in order to do so.

**Financial Impact:** Within Muskegon County, Fruitport accepted 98 schools of choice students, and lost 18 students to other for the 2024-2025 school year. This net gain of eighty (80) students is the second highest net gain for students within the county.

#### **Recommended Action:**

To approve participation in the MAISD's Schools of Choice Plan for 2025-2026. The District will also participate in Section 105c, which allows a student to transfer to a school district that is within another contiguous intermediate school district. The Board authorizes the Secretary of the Board of Education to sign the Schools of Choice Resolution, as discussed.

Action T	aken:				
Vote:	Burgess	Cole	Hazekamp	Kelly	Meeuwenberg
_	_ Mueller	Six			



630 Harvey Street Muskegon, Michigan 49442-4278 Phone 231-777-2637 Fax 231-767-7275 www.muskegonisd.org

# MEMO

To: All Superintendents & Administrative Assistants

From: Barb Irey, MAISD

Date: February 4, 2025

Subject: Schools of Choice 2025-26

As we prepare for the upcoming Schools of Choice open enrollment period in May, I have included the following documents for your information and return to me:

- District Participation Memo Return to me at your earliest convenience
- A Sample Board Resolution for your board to approve acknowledging your participation for the 2025-26 school year (for Board approval in March) provide me with a copy by March 25, 2025
- Available Openings Form return to me by March 10, 2025
- 2025-26 Non-Resident Enrollment Application (we will be using the "electronic" Google application form again this year)
- Collaborative Schools of Choice Program Brochure
- Collaborative Schools of Choice Plan that was approved by the Superintendents Association at their meeting on February 3, 2025
- A spreadsheet that breaks down the Schools of Choice data as of the Fall 2024 student count. This information is reflective of the number of schools of choice applicants that were actually "attending" your district as of the Fall 2024 count

If you have any questions, please let me know. Thank you.



630 Harvey Street Muskegon, Michigan 49442-4278 Phone 231-777-2637 Fax 231-767-7299 www.muskegonisd.org

# MEMO

To: All Superintendents

From: Barb Irey, MAISD

Date: February 4, 2025

Subject: Schools of Choice 2025-26 – District Participation

Please verify your district's participation in our countywide plan by completing the following.

District:					
Yes, our district will participate in the Collaborative Schools of Choice Plan for 2025-26.					
No, our district will not participate in the Collaborative Schools of Choice Plan for 2025-26.					
Suggested changes include:					
Superintendent's Circuture					
Superintendent's SignatureDate					
Return to Barb Irey ASAP					

# SAMPLE

# SCHOOLS OF CHOICE

# RESOLUTION

# 2025-26

(*Name of District*) has chosen to participate in the Muskegon Area Intermediate School District's Schools of Choice Plan for 2025-26, exercising the option permitted by Section 105 of the State School Aid Act of 1979, as amended by Public Act 300 of 1996.

The District will also participate in the State's Schools of Choice Plan defined under Section 105c, which allows a student to transfer to a school district that is within another contiguous intermediate school district.

Board of Education Secretary

Date

Muskegon Area Intermediate School District Collaborative Schools of Choice Program

# **AVAILABLE OPENINGS**

## For School Year - 2025-26

Resident District:

Grade	Number of Openings	Comment
DK		
K		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Total		

<u>This information is due at the Muskegon Area Intermediate School District</u> <u>by March 10, 2025</u> Send to the attention of Barb Irey MAISD, 630 Harvey Street, Muskegon, MI 49442; or via Email (<u>birey@muskegonisd.org</u>) or fax to 767-7299

Superintendent Signature:

Date: \_\_\_\_\_

#### Muskegon Area Intermediate School District Collaborative Schools of Choice Program 2025-26 Non-Resident Enrollment Application

Student's Name					
Street Address:	Zip:	Home Phone:	Cell Pho	one:	
Parent/Guardian Names:					
Street Address:		City:		Zip:	
Resident District:	Schoo	l Currently Attending		Current Grade:	
Choice District: Grade Requesting Enrollment In: Building:					
Full Names of Other Child(re					
(2)					
Full Names of Other Child(re					
(2)	(Grade)	(3)		(Grade)	
To ensure continuity of service, please indicate what services are currently provided for your child:          Special Education       English as a Second Language       Other:					
Has this student ever been suspended? INO Yes Date: District: District:					
Has this student ever been ex Reason for Expulsion:	pelled?	_			
Has this student ever been tru	uant? 🛛 No 🗍 Ye	_	_		
Has this student ever been as	ked to leave a nonp	ublic school?	Yes Date:	District:	
Please review this information and sign below:					

This district does not discriminate on the basis of race, color, disability, religion, gender or national origin. The district reserves the right to limit enrollment based on capacity of buildings or programs as well as failure of applicant to meet any special requirements for entry into its buildings or programs. Enrollment may also be denied to a student who has been suspended or expelled from a previous district or to a Special Education student wishing to enroll under Section 105c Schools of Choice for whom a written cooperative agreement regarding costs cannot be obtained with their district of residence. Michigan High School Athletic Association (MHSAA) rules and regulations apply to all students participating in interscholastic athletics.

#### Parent/Guardian Signature (or student if 18 years old) \_\_\_\_

Date	

#### **District Use Only**

Non Resident Category (MSDS Code)	*Resident District Release This student is released for enrollment into	**Student Enrollment Status Student Accepted into Choice District	
MAISD Collaborative (02)	Choice school district.	Building:	
Due Friday before Memorial Day	Releasing School District	Grade: Notified: (MAISD Collaborative due July 1)	
Section 105c SOC (03)	Releasing School District	(	
Due Friday after 1 <sup>st</sup> Day of School	Reason for Leaving	Superintendent: (If Sec 105c Special Education Student, an agreement has been executed with the resident district.)	
Resident District Release* (06)	Authorized Signature	Enrollment Denied	
Child of District Employee (06)	**Receiving district indicates acceptance of released student by signing the Student Enrollment Status.	Reason for Denial:	

Muskegon Area Intermediate School District 630 Harvey Street Muskegon, MI 49442 Phone: (231) 777-2637 Superintendent: Randy Lindquist

#### **COLLABORATIVE SCHOOLS OF CHOICE PROGRAM**

<u>Fruitport Community Schools</u> 3255 East Pontaluna Road Fruitport, MI 49415 Phone: (231) 865-4100 Superintendent: Mr. Jason Kennedy

<u>Holton Public Schools</u> 6500 Fourth Street Holton, MI 49425 Phone: (231) 821-1700 Superintendent: Dr. Adam Bayne

Mona Shores Public Schools 121 Randall Road Muskegon, MI 49441 Phone: (231) 780-4751 Superintendent: Mr. Bill O'Brien

Montague Area Public Schools 4882 Stanton Boulevard Montague, MI 49437 Phone: (231) 893-1515 Superintendent: Mr. Jeff Johnson

<u>Muskegon Public Schools</u> 1458 5<sup>th</sup> Street Muskegon, MI 49441 Phone: (231) 720-2000 Superintendent: Mr. Matthew Cortez

North Muskegon Public Schools 1600 Mills Avenue North Muskegon, MI 49445 Phone: (231) 719-4100 Superintendent: Dr. Curt Babcock Oakridge Public Schools 275 South Wolf Lake Road Muskegon, MI 49442 Phone: (231) 788-7100 Superintendent: Mr. Tom Livezey

<u>Orchard View Schools</u> 35 South Sheridan Drive Muskegon, MI 49442 Phone: (231) 760-1300 Superintendent: Mr. Jim Nielsen

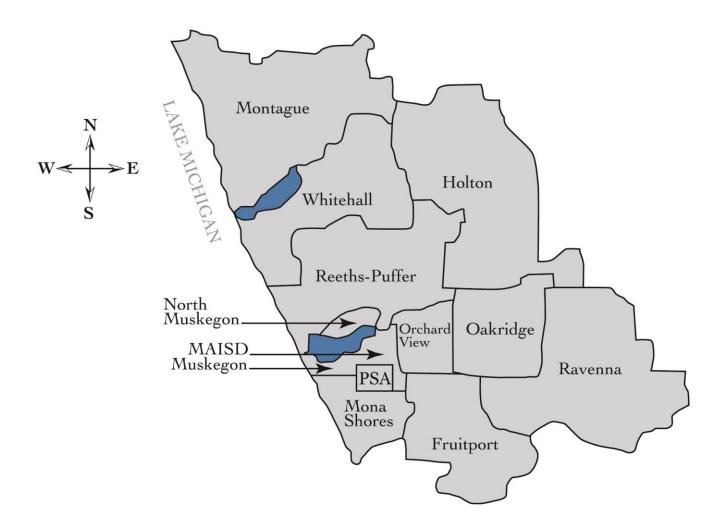
<u>Ravenna Public Schools</u> 12322 Stafford Street Ravenna, MI 49451 Phone: (231) 853-2231 Superintendent: Mr. Greg Helmer

<u>Reeths-Puffer Schools</u> 991 West Giles Road Muskegon, MI 49445 Phone: (231) 744-4736 Superintendent: Mr. Steve Edwards

<u>Whitehall District Schools</u> 541 East Slocum Street Whitehall, MI 49461 Phone: (231) 893-1003 Superintendent: Mr. C.J. VanWieren



# **Collaborative Schools of Choice Program**



A plan that offers parents and students a choice to attend other public schools in the Muskegon Area Intermediate School District outside of their district of residence.



The Muskegon Area Intermediate School District Collaborative Schools of Choice Program Provides Applicants Opportunities for Enrollment Outside Their Resident District

# The Schools of Choice application process operates according to established guidelines which are:

- Each district within the Muskegon Area ISD may accept students based on district-identified capacity by grade level, class section, and building.
- If the demand for student placement exceeds space available in a grade level, class section, building, or program, a random draw will be used to determine which choice students will be allowed into the district.
- Districts may refuse to accept a choice student who has been suspended by another district in the previous two years, who has ever been expelled by another district, or who has ever been convicted of a felony.
- Students must enroll in the receiving school district at the beginning of the school year and are expected to make a one-year commitment to remain in the district.

## Graduation/Promotion Requirements and Curriculum/Class Scheduling:

- Parents, guardians, and students participating in the Choice Program for the first time are required to meet with a building administrator or counselor prior to the start of school.
- Choice students must meet graduation, promotion, curriculum, and credit requirements of the choice district in which they enroll.

### **Transportation:**

• Parents and guardians are responsible for transporting choice students to and from their choice school.

## **Athletics Policy:**

• Michigan High School Athletic Association (MHSAA) rules and regulations apply to all students participating in interscholastic athletics.

### Application Procedures for Muskegon Area Intermediate School District Collaborative Schools of Choice Program:

- Applications for Schools of Choice may be requested at the resident or choice district's central office between May 1 and May 30. An online form is also available.
- Return the completed form to the choice district by May 30.
- There is no guarantee that space will be available in the building selected.
- Parents will be notified of acceptance by the choice district by July 1.
- Parents will verify attendance in the choice district by the 2nd Monday in July.

### **Definitions**

**District:** The district where a non-resident student attends through the schools of choice program.

**Resident District:** The district where the student lives.

If you have questions about the Muskegon Area ISD Collaborative Schools of Choice Program, please call your resident or choice district.

The School Boards of the Muskegon Area Intermediate School District comply with all federal and state laws and regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education and the Michigan State Department of Education.



630 Harvey Street • Muskegon, MI 49442 Phone: (231) 777-2637 Superintendent: Randy Lindquist

### **COLLABORATIVE SCHOOLS OF CHOICE PROGRAM**

### Fruitport Community Schools

3255 E. Pontaluna Road Fruitport, MI 49415 Phone: (231) 865-4100 Superintendent: Mr. Jason Kennedy

### Holton Public Schools

6500 Fourth Street Holton, MI 49425 Phone: (231) 821-1700 Superintendent: Dr. Adam Bayne

### Mona Shores Public Schools

121 Randall Road Norton Shores, MI 49441 Phone: (231) 780-4751 Superintendent: Mr. Bill O'Brien

### Montague Area Public Schools

4882 Stanton Boulevard Montague, MI 49437 Phone: (231) 893-1515 Superintendent: Mr. Jeff Johnson

### Muskegon Public Schools

1458 5<sup>th</sup> Street Muskegon, MI 49441 Phone: (231) 720-2004 Superintendent: Mr. Matt Cortez

### North Muskegon Public Schools

1600 Mills Avenue North Muskegon, MI 49445 Phone: (231) 719-4100 Superintendent: Dr. Curt Babcock

### Oakridge Public Schools

275 South Wolf Lake Road Muskegon, MI 49442 Phone: (231) 788-7100 Superintendent: Mr. Tom Livezey

### **Orchard View Schools**

35 South Sheridan Drive Muskegon, MI 49442 Phone: (231) 760-1300 Superintendent: Mr. Jim Nielsen

### Ravenna Public Schools

12322 Stafford Street Ravenna, MI 49451 Phone: (231) 853-2231 Superintendent: Mr. Greg Helmer

### **Reeths-Puffer Schools**

991 West Giles Road Muskegon, MI 49445 Phone: (231) 744-4736 Superintendent: Mr. Steve Edwards

### Whitehall District Schools

541 East Slocum Street Whitehall, MI 49461 Phone: (231) 893-1003 Superintendent: Mr. C.J. VanWieren The Muskegon Area Intermediate School District

# COLLABORATIVE SCHOOLS OF CHOICE PLAN

A plan that offers parents and students a choice to attend other public schools in the Muskegon Area Intermediate School District outside of their district of residence

### The Muskegon Area Intermediate School District

### COLLABORATIVE SCHOOLS OF CHOICE PLAN

Effective Beginning with the 1998-99 School Year

### INTRODUCTION

The Muskegon Area Intermediate School District Collaborative Schools of Choice Plan was developed through a process which included careful study, thoughtful discussion, and continual review. This plan supports the goal of providing quality educational options for students within the Muskegon Area Intermediate School District.

An important feature of the Muskegon Area Intermediate School District Collaborative Schools of Choice Plan is its cooperative development among the constituent public school districts within the MAISD. This spirit of cooperation propelled the idea of choice into a workable plan. The plan was initiated as a one-year pilot during the 1997-98 school year and went into effect with the 1998-99 school year, to be renewed annually.

Any changes to this plan are to be made no later than the March MAPSSA Meeting (to be in place the next academic year).

### COLLABORATIVE SCHOOLS OF CHOICE PLAN

### Acceptance of Students

- Each district within the Muskegon Area Intermediate School District may accept students based on district-identified capacity by grade level, class section, and building.
- If the demand for student placement exceeds space available in a grade level, class section, building, or program, a random draw will be used to determine which choice students will be allowed into the district.
- Districts may refuse to accept a choice student who has been suspended by another district in the previous two years, who has ever been expelled by another district, or who has ever been convicted of a felony. A district may not refuse to enroll or refuse to continue to enroll a student for any of these reasons if the District counted the pupil in membership on either the pupil membership count day or the supplemental count day.
- It is agreed that districts will not discriminate when accepting students under this choice plan. [See Appendix A]
- Choice applications will be taken from May 1 to May 30. Notification of acceptance or non-acceptance will be sent to the parent by July 1. Students must enroll in the receiving school district at the beginning of the school year, and are expected to make a one-year commitment to remain in the district.

### Decision Process

- If, based upon new enrollment figures, a district still has openings after May 30, the district may fill the openings from applications received by the May deadline. Students within this group of applicants may be accepted as choice students until the end of the first week of the school year.
- A district shall give preference over all other choice students to nonresident school-aged students who live in the same household as a student already enrolled as a choice student.
- A random drawing will be held if demand for placement exceeds availability.
- After the end of the first week of the school year, local district policy prevails regarding student transfers.

### Graduation Requirements, Promotion, Curriculum, Credits

• Choice students must meet graduation, promotion, curriculum, and credit requirements of the receiving district.

### **Attendance**

- Once accepted for enrollment, a choice student may remain enrolled in the choice district until the student either disenrolls or graduates. Nothing in this paragraph prohibits a district from suspending or expelling a choice student for a violation of the applicable student code of conduct.
- Districts will only offer choice openings during the spring application period for the start of each school year.

### **Co-Curricular Activities**

- The Schools of Choice Plan is intended to provide students options for academic purposes. Students who wish to participate in interscholastic athletics must follow the rules and regulations of the Michigan High School Athletic Association (MHSAA).
- Choice students may participate in co-curricular activities in the receiving district under the same conditions as all other students.

### **Special Education**

• The receiving district is responsible for special education costs and services. There is an exception: special education costs which exceed the foundation allowance will be the responsibility of the district of residence for students who are placed in a multi-district program or center program only during their first year in the choice district.

### **Tuition and Foundation Allowance**

• No tuition will be charged to choice students.

### **Transportation**

• Transportation outside the receiving district will not be provided (except in the case of a special education student whose IEP determines that special transportation is required). Transportation within the receiving district may be provided if there is bus capacity, and according to district guidelines.

### Recruitment

• There will be no direct solicitation to recruit nonresident students through Schools of Choice in Muskegon County. [See Appendix C]

### Foreign Exchange Students

• If a foreign exchange student resides in the home of a current choice student, the district shall give enrollment preference to the foreign exchange student over all other nonresident students.

### Appendix A

A nonresident applicant residing within the same intermediate district shall not be granted or refused enrollment based on intellectual, academic, artistic, or other ability, talent, or accomplishment, or lack thereof, or based on a mental or physical disability, except that a district may refuse to admit a nonresident applicant if the applicant does not meet the same criteria, other than residence, that an applicant who is a resident of the district must meet to be accepted for enrollment in a grade or a specialized, magnet, or intra-district choice school or program to which the applicant applies.

A nonresident applicant residing within the same intermediate district shall not be granted or refused enrollment based upon disability, religion, race, color, national origin, sex (including sexual orientation or transgender identify), height, weight, or athletic ability, or, generally, in violation of any state or federal law prohibiting discrimination.

Source: Schools of Choice Legislation, Section 105

### Appendix B

### Waiver For Under Twenty (20) Year Old Pupils Attending Adult Education Programs

School districts have agreed to release the membership for any pupil who is at least 18 and under 20 years of age as of the 1st Friday after Labor Day of the school year to any adult education program within the County of Muskegon for which the pupil is qualified and to which he/she applies for enrollment.

Enrollment procedures and requirements into adult education programs for pupils less than 18 years of age as of the 1st Friday after Labor Day of the school year shall follow normal, approved choice procedures and/or district policies.

### Appendix C

### Recruitment

No direct solicitation to recruit nonresident students includes no door-to-door campaigns in a school district (other than your own); no letters/newsletters to nonresident parents; no billboards or mass media targeted to nonresidents which include the word "choice," "select," or "make."

### COLLABORATIVE SCHOOLS OF CHOICE PLAN

### For Internal Use

### TIMELINE

Any changes to this plan are to be made no later	1 <sup>st</sup> Monday
than the February MAPSSA Meeting (to be in	in February
place the next academic year).	

Deadline for local districts to notify the MAISD of grade-level openings for the following school year.

Application materials available from local school district office or MAISD.

Application deadline for choice students.

Notification of acceptance or non-acceptance will be sent to parent.

If, based upon new enrollment figures, a district still has openings, the district may fill the openings with students who applied.

Parents verify attendance in Choice District

Local district policy prevails.

2<sup>nd</sup> Monday in March

May 1

**May 30** 

July 1

(or as soon as possible for identified vacancies)

May 30 to the end of the first week of the school year (MCL 388.1705)

By 2<sup>nd</sup> Monday in July (or as soon as possible for identified vacancies)

After the end of the first week of the school year

# Schools of Choice Enrolled Applicants - 2024-25

Choice ► Resident ▼	Fruitport	Holton	Mona Shores	Montague	Muskegon	Muskegon Heights	North Muskegon	Oakridge	Orchard View	Ravenna	Reeths- Puffer	Whitehall	Totals
Fruitport		0	4	0	2	0	0	0	3	5	2	2	18
Holton	0		0	2	1	0	2	0	0	3	38	8	54
Mona Shores	18	0		0	4	0	3	0	1	3	4	3	36
Montague	1	0	1		0	0	1	0	0	0	1	21	25
Muskegon	30	1	52	4		0	18	3	53	2	62	1	226
Muskegon Heights	3	0	7	2	39		5	0	19	1	2	0	78
North Muskegon	0	0	0	0	2	0		0	0	0	8	0	10
Oakridge	18	2	3	2	0	0	0		14	8	8	0	55
Orchard View	18	0	5	1	11	0	7	0		5	19	2	68
Ravenna	6	0	0	0	0	0	0	0	0		0	0	6
Reeths-Puffer	4	5	2	2	0	0	26	0	0	0		32	71
Whitehall	0	8	0	18	0	0	4	0	1	0	17		48
Totals	98	16	74	31	59	0	66	3	91	27	161	69	695
# of	50	10		31		U	00	J	91	21	101	03	

# of Applications	251	26	538	34	125	0	156	34	429	56	305	97	2051
Received													

### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

To: Board of Education

Attachments #X-2

From: Jason Kennedy

### Subject to be Discussed and Policy Reference:

Board Delegate Appointment – MAISD Annual Budget Review

**Background Information**: According to laws regarding intermediate school district budgets, local school district boards must adopt a resolution on the MAISD's general fund budget between May 1 and June 1 of each year and may submit comments on the budget. To facilitate this statute, the MAISD board shall submit the budget, for review, to a meeting of one (1) board member named from each constituent district to represent that district.

The Muskegon Area Intermediate School District Board of Education has set May 1, 2025 at 5:30 p.m. for this review and it will be held in the MAISD Great Lakes Conference Room. The District must submit the name of our selected delegate to the MAISD by March 28, 2025. Only one (1) board member may officially represent our district at this review.

Financial Impact: None

### **Recommended Action:**

To approve and appoint \_\_\_\_\_\_\_\_ to serve as the Board of Education delegate to represent Fruitport Community Schools at the MAISD Annual Budget Review on May 1, 2025 at 5:30 p.m., as discussed. The Board approves and appoints \_\_\_\_\_\_ as an alternate delegate in the event that the appointed delegate cannot attend the meeting after first being approved and appointed.

Action Taken:			
Vote: Burgess	Cole	Hazekamp Kelly Meeuwenbe	erg
Mueller	Six		



630 Harvey Street Muskegon, Michigan 49442-4278 Phone 231-777-2637 Fax 231.773.1028 www.muskegonisd.org

MEMO

To: Local Superintendents

From: Barb Irey, Senior Executive Assistant

Date: February 10, 2025

### Subject: ANNUAL 2025-26 BUDGET REVIEW – THURSDAY, MAY 1, 2025

Attached is a copy of the memo that was sent to your board secretary regarding our Annual Budget Review, along with a copy of the Budget Review Timeline. Please use this form to designate one of your board members to represent your district at this review. Please complete <u>this form</u> by <u>March 28</u>, <u>2025</u>.

Following the May 1, 2025 budget review, local districts must adopt a resolution of support/disapproval (at your May board meeting) of the MAISD's general fund budget by June 1. Once adopted, a copy of the resolution, along with any specific comments, should be sent to the MAISD Superintendent's Office. Sample resolutions will be included in the budget packet that is mailed to superintendents in April.



630 Harvey Street Muskegon, Michigan 49442-4278 Phone 231-777-2637 Fax 231.773.1028 www.muskegonisd.org

# MEMO

To: Secretaries of Boards of Education of Constituent School Districts

From: Randy Lindquist, MAISD Superintendent

- Copy: Local District Superintendents
- Date: February 10, 2025

### Subject: ANNUAL 2025-26 BUDGET REVIEW – THURSDAY, MAY 1, 2025

According to laws regarding intermediate school district budgets, local school district boards must adopt a resolution on the MAISD's general fund budget between May 1 and June 1 of each year and may submit comments on the budget.

To facilitate this statute, the MAISD board shall submit the budget, for review, to a meeting of one (1) board member named from each constituent district to represent that district.

The Muskegon Area Intermediate School District Board of Education has set **Thursday, May 1, 2025 at 5:30 p.m.** for this review and it will be held in the MAISD Great Lakes Conference Room.

You are requested to advise this office of your delegate selection by <u>March 28, 2025</u>. Please be reminded that only <u>one board member</u> may officially represent your district at this review.

Thank you.



# **Budget Review Timeline**

Date/Deadline	ISD Budget Review
January 21, 2025	Set date for budget review (May 1, 2025).
February 10, 2025	Superintendent sends letter to LEA Board Secretaries to designate Board representative.
March 28, 2025	LEA Boards notify MAISD of designated Board representative.
April 1, 2025	Presentation of budget to superintendents at MAPSSA meeting.
April 2, 2025	Send resolution and budget to local superintendents, if not received at MAPSSA meeting.
April 21, 2025	Presentation of budget to MAISD Board at MAISD Board meeting.
April 22, 2025	MAISD distributes budget packet to designated Board representatives and superintendents (preferably 7 to 10 days before meeting but after April MAISD board meeting)
May 1, 2025	Annual budget review presentation to LEA Boards.
May 23, 2025	Deadline for local district response to MAISD general fund budget. Local districts must pass a resolution of support/disapproval and any specific objections.
June 16, 2025	MAISD considers local district input/adopts general fund budget.

Local District Responsibility	MAISD Responsibility
-------------------------------	----------------------

### **Business and Finance Committee**

Tuesday, March 11, 2025 6:00 p.m., Superintendent's Office **Meeting Minutes** 

Attendance: Dave Hazekamp, Jason Kennedy, JB Meeuwenberg, Jessica Wiseman, and Mark Mesbergen

- MAISD FY 2026 Budget Review Delegate Appointment Jason discussed Fruitport Community Schools needs to have a board member attend the MAISD's budget presentation. The appointment will happen at the upcoming board meeting.
- Professional Surveying Services Boundary and Topographic
  Jason shared a quote from Spalding DeDecker (the firm Fruitport has used in the previous
  bonds). This is needed for the upcoming bond. It is recommended to approve the quote so
  they can start now to give the district and the bond team the most time to make any
  adjustments that come from this report. The total cost is \$61,400 coming out of the
  general fund.
- 2025 Chromebook Purchase Recommendation Mark shared a recommendation from Kyle Nielsen for the annual recommendation to purchase chromebooks for the upcoming school year. The recommendation is to purchase a total of 533 chromebooks (with licensees) and 210 student cases for \$160,740.46. This purchase is through the State consortium and coming out of the Technology Security Millage.
- 4. E-rate Network Equipment Purchase Recommendation

Mark shared a recommendation from Kyle Nielsen to upgrade our core data center switch and replace our old wireless access points to Wi-Fi 6. This project is under E-rate so the district will spent \$48,989.88 and when the project is completed, the district will receive \$39,191.90 back in a credit for a total net cost of only \$9,797.98.

5. Transportation Purchase Recommendation

Mark shared a recommendation from Brad Faulkner to replace our routing system with a new system that schools around us are moving to. The transportation department will have GPS tracking of the buses. There will be a parent app to give updates if the bus will be late along with seeing if their student got on and off the bus (the student will have an RFID card). Lastly, the system will store all of our pre-trip items which will the State will want to see soon. The total cost will be allocated to Section 221 in the general fund.

6. Childcare Rate Increase and Staff Wage Increase

Mark shared a recommendation to increase the tuition rate for the program. This was brought up at the budget hearing in January as this was the plan to start to increase the rate to get us back to a balanced budget after we received a lot of federal ESSER money for the program. The recommendation also recommended an increase to staff to the recent minimum wage increase.

 Other – Other Committee Items Jason shared some of the other committee agenda items.

Meeting adjourned at 6:49 p.m. Respectfully submitted by Mark Mesbergen

### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

### To: Board of Education

Attachment #

From:	Mark Mesbergen	
-------	----------------	--

### Subject to be Discussed and Policy Reference:

Professional Surveying Services – Boundary and Topographic

### **Background Information:**

Spalding DeDecker has provided a quote for surveying for our main campus as this is a requirement for our construction process. Normally this happens after the bond passes however, it would help the design and layout process move more streamline if this was done sooner rather than waiting until after May.

### **Financial Impact:** \$61,400 coming out of the General Fund

### **Recommended Action:**

To approve the proposal from Spalding DeDecker for the amount of \$61,400.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	
Meeuwenberg	Mueller	Six		



February 10, 2025

Mr. Jason Kennedy, Superintendent Fruitport Community Schools Fruitport Central Office 3255 E. Pontaluna Road Fruitport, MI 49415

Re: Professional Surveying Services – Boundary & Topographic Survey 3113 E. Pontaluna Road, Fruitport, MI Proposal Number: PR25-036

Dear Mr. Kennedy,

Spalding DeDecker (SD) is pleased to have this opportunity to present this proposal for professional surveying services to Fruitport Community Schools (FCS) for the purpose of providing a boundary and topographic survey to support the design and engineering team for future site improvements on the school campus located at 3113 E. Pontaluna Road in Fruitport, MI, and being comprised of the following parcels:

Muskegon County Tax Parcel #61-41-150-007-0001-00 Muskegon County Tax Parcel #61-15-135-200-0011-00

Based on the information provided and the survey limits attached, we have prepared the following scope of work:

### Scope of Work

### **Boundary and Topographic Survey**

SD will provide detailed survey mapping of Area #1 as shown within the limits of survey as depicted in yellow on the attached aerial. As an optional additional service, SD will provide detailed survey mapping of Area #2 as shown within the limits of survey as depicted in red on the attached aerial. These survey limits are part of two (2) tax parcels and include full right-of-way for the adjoining public streets.

SD will establish project control points using state plane coordinates, Michigan South Zone (2113), based on NAD83 (2011) adjustment using international feet for the units. Benchmarks will be established using either an adjacent NGS benchmark, elevation data from previous surveys completed on the school campus, or a GPS-derived elevation to establish the NAVD '88 vertical datum for the project.

SD will use a variety of surveying technologies to perform our work for efficiency and best value to Fruitport Community Schools. Where needed by the design engineer, elevations will be measured to an accuracy of +/- 0.01' on all hard surfaces and +/-0.10' on the soft areas. The field work will indicate the grading of the site, including potential drainage patterns. The spot elevations will be interpolated to develop one-foot contours. Our deliverables will be an AutoCAD Civil 3D drawing that includes an electronic surface (DTM) and a pdf copy of the topographic survey electronically signed and sealed by the Professional Surveyor responsible for preparing the survey.



PR25-036 February 10, 2025 Page 2

All visible features, utilities, and surface types within the detailed limits of survey will be located and described on the survey. The building walls, overhangs, and door locations within the detailed limits of survey will be shown graphically but will not be dimensioned on the survey. Finish floor elevations at doors and grades adjacent to the building within the survey limits will be measured.

Pavement, curb sizes, and types will be labeled along with the top of curb and gutter elevations (where applicable) being clearly plotted and called out on the survey. Pavement, along with curb and gutter elevations, will be measured every 50 feet plus at the high and low points.

Individual trees within the open areas will be located and shown with the size noted. Wooded and brushy areas will be outlined and noted as edge of woods or edge of brush, respectively. A tree inventory survey by a registered forester is not included in this scope of work.

### **Utilities**

SD will contact the local utility companies as part of the Miss Dig Design Ticket and obtain their record available utility information. Within the detailed mapping limits, utilities will be located and shown from a combination of traditional surveying field measurements and record information. Structure rims, pipe size, inverts and connections will be measured and shown in a table format on the final drawing. If storm sewer utilities are plugged with either water and / or debris, this will be noted on the survey and additional work will need to be coordinated if a complete answer is needed. We request to be furnished any original site plans or other record drawings that can be used as reference for utility connections. As part of this scope of work, a private underground utility locating service is not included. If after our field work and research, it is together determined that additional effort such as Ground Penetrating Radar (GPR) is needed to help locate any underground utilities, we can help coordinate this additional expense in site specific areas as needed.

### **Property Lines**

Based on the legal descriptions contained in the title commitment for this property (see below) and in combination with County GIS information, found field monumentation and occupation, the survey will accurately determine and depict the perimeter property lines of the two (2) tax parcels. Surveyors' comments on the drawing will be written regarding any ambiguities determined as part of our work. We request to be furnished any surveys, site plans, deeds or other available information that can be used as reference for the property lines of this site.

### Title Commitment / Easements

A title commitment will provide the last deed of record for a parcel of land (this is better to work from than a generic tax description) and discover any easements that have been granted that may encumber or benefit a specific property. As First American Title Insurance Company prepared an Informational Title Commitment on the school campus in January of 2017, SD will request First American Title Insurance Company to update the Informational Title Commitment to secure any easements that may have been recorded since January of 2017 and obtain the current vesting deed of record for each tax parcel of this property. Based upon this information, we will analyze and graphically show the deed description and within the detailed mapping limits, graphically show any provided easements on our deliverable drawing.



PR25-036 February 10, 2025 Page 3

### **Delineated Wetland Areas**

SD assumes that wetlands will impact the wooded areas within the detailed limits of survey. It is our understanding that the delineation of wetlands will be flagged and provided by others, while SD will locate the flagged areas for depiction on the topographic survey drawing.

### Schedule

Based on our current workload and schedule, SD expects to complete this work by May 9, 2025, assuming we receive written authorization to proceed no later than March 7, 2025. We will work with our internal engineering group to keep this project moving forward.

### Fee

Our fees for the above-described professional surveying services are as follows:

Boundary & Topographic Survey – Area #1	\$ 45,900.00
Boundary & Topographic Survey – Area #2 (Optional)	\$ 10,900.00 (*)
Delineated Wetland Areas	\$ 3,600.00
Informational Title Commitment	\$ 1,000.00 (**)

(\*) This fee is based on SD being awarded the Boundary & Topographic Survey for Area #1.

(\*\*) This estimated cost will be a direct reimbursable with no mark-up.

Note that the survey limits shown for this project site are an estimate of the area thought needed to be mapped so that the engineer can properly design site improvements. If additional survey and / or detail is needed based upon direction from a review agency or for expanded impact, an additional survey proposal can be provided for review and consideration at that time.

SD will perform this survey under our standard terms and conditions. Please indicate which of the professional surveying services you would like SD to perform, sign and return this letter agreement or provide another form of written authorization to proceed so that we can get this project scheduled.

Thank you again for this opportunity, and we look forward to being a trusted partner and contributing to the success of this project by providing professional surveying services.

Sincerely, Spalding DeDecker

Douglas & Fanaky

Douglas J. Lansky, P.S. Senior Project Manager

Accepted by: Fruitport Community Schools

Printed Name: \_

Date:



PR25-036 February 10, 2025 Page 4

Attachments: Survey Limits – Area #1 and Area #2 SD Standard Terms and Conditions

cc: George M. Platz, PS Director of Surveying Board Chairman

#### SPALDING DEDECKER STANDARD TERMS AND CONDITIONS

#### Access To Site:

The client affirms that it has legal rights to work on the property, and unless otherwise stated, SDA will have access to the site and adjacent sites for activities necessary for the performance of the services.

#### Billings/Payments:

Invoices for SDA's services shall be submitted, at SDA's option, either upon completion of such services or on a monthly basis. If the client has questions or concerns regarding the invoice, the Client must notify SDA in writing within 10 days of the invoice date. Not providing such notification to SDA in this manner will indicate the Client's acceptance of the invoiced amount for payment. If a portion of the invoice is in question, the client shall be obligated to pay any portion not in question. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SDA may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Client agrees that payments to SDA are not subject to local or state agency approvals, permit acquisitions, third party agreements, project financing, or closings. Retainer amount, if indicated on the proposal, shall be credited on the final invoice.

#### Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

#### Lien Rights:

SDA shall have all the construction lien rights pursuant to the Michigan Construction Lien Law (MCLA 570.571 et seq.) and as client makes payments, SDA will issue partial or full and unconditional waivers of lien (as the case may be) to the client. Waivers may be conditional if payment is not in hand. Client agrees that the services by SDA are considered property improvements and the Client waives the right to any legal defense to the contrary.

#### Indemnification:

Each party shall, to the fullest extent permitted by law, indemnify and hold harmless the other party, its officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by either party under this agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of either party.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

#### Errors and Omission:

It is recognized by the Owner and SDA that no set of contract documents are error or omission free. In light of this fact, the Owner and SDA agree that:

- If errors and/or omissions in the project are detected in the contract documents before the work is in place, the cost of any redesign required to incorporate the item or feature omitted or to correct the error shall be borne by SDA. The cost to change the documents shall be the limit of SDA's liability. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature shall be borne by the owner.
- 2. If errors in the project are detected in the contract documents after the work is in place, and if revision, removal or replacement of a portion of the work is required, the SDA shall bear the cost for this revision, removal and/or replacement. However, if the replacement item is of a higher value than what was removed, the difference in value shall be borne by the Owner as it adds betterment to the project.
- 3. If omissions in the project are detected after bidding, and a change order is required to address the omission, and the total of all omissions detected exceed the national "standard of care" average of 3.0%, the architect shall bear the costs associated with premium charges that would not have been incurred if the omitted item was included in the original bidding documents.

#### Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and SDA, the risks have been allocated such that each party agrees that, to the fullest extent permitted by law, SDA's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$10,000.00 or the contract amount, whichever is greater, and that an award of damages not to exceed such fee is the Client's sole and exclusive remedy against SDA. Such causes include, but are not limited to, SDA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

#### Standard of Care:

In providing services under this Agreement, SDA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SDA makes no warranties, express or implied, under this agreement or otherwise, in connection with any services performed or furnished by SDA. Upon notice to SDA and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

#### Affidavit of Merit for Claims against SDA:

If the Client files an action alleging malpractice or negligence against SDA, Client shall file with the complaint an affidavit of merit signed by an engineer duly licensed in the State where the project is located. The licensed engineer shall state in the affidavit of merit all of the following:

(a) that he or she has reviewed all records supplied by the Client concerning the conduct that is the subject of the affidavit.
 (b) that he or she has reviewed the applicable standard of practice or care.

(c) that it is his or her opinion that the applicable standard of practice or care was breached by SDA.

(d) a detailed description of the actions that should have been taken or omitted by SDA to have complied with the applicable standard of practice or care.

(e) the manner in which the breach of the standard of practice or care was the proximate cause of the alleged injury to the Client.

To qualify to sign an affidavit of merit, an individual shall be licensed as an engineer in the state where the project is located, and during the year immediately preceding the date of the conduct that is the subject of the affidavit, have devoted a majority of his or her professional time to the active practice of engineering on projects of a similar nature.

#### Attorney Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non- prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

#### Termination of Services:

This agreement may be terminated by the Client or SDA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay SDA for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

#### Restart Fee:

In consideration of substantial costs incurred by SDA to stop and restart work on a project once it has begun, should SDA's work be halted at any time, a project restart fee of \$500.00 will be due and payable immediately.

#### Ownership of Documents and Electronic Files:

All documents and files produced by SDA under this agreement shall remain the property of SDA and may not be used by the Client for any other endeavor without the written consent of SDA. SDA shall retain all common law, statutory and other reserved rights, including the copyright thereto. If CAD files are requested and SDA agrees to release the files, a service fee will be required along with a signature on SDA's standard release form.

#### Reimbursable Expenses:

The following items are reimbursable to the extent of 110% of actual expenses accrued for the project: 1.) printing and reproductions, 2.) Shipping, Handling, and/or Delivery, 3.) Renderings, 4.) Expense of overtime work if authorized by the owner

#### Certificates, Guarantees, and Warrantees

SDA shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of SDA, increase SDA's risk or the availability or cost of its professional or general liability insurance. This includes documentation pertaining to guarantees, certificates, and warrantees.

#### Code Compliance

SDA shall exercise usual and customary professional care in its efforts to comply with all laws, codes and regulations in effect as of the date of this proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle SDA to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, SDA shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with SDA in an effort to resolve this conflict.

#### Construction Phase Services

It is understood and agreed that SDA's Basic Services under this Agreement include project observation or review of the Contractor's performance or any other construction phase services as a T&M service. If the client chooses to handle construction phase services on their own, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against SDA that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SDA, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of SDA or it's subconsultants. If the Client requests in writing that SDA provide any specific construction phase services, then they shall be compensated for as Additional Services as provided this proposal.

#### Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SDA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and SDA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

#### Dispute Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and SDA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and SDA further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

If litigation or arbitration related to the services performed is initiated against SDA by the Client, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to SDA, the Client shall reimburse SDA its reasonable attorney fees, expert fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined by SDA's normal hourly billing rates, of the time devoted to the proceedings by SDA's employees.

#### Fast Track Projects (only where applicable and noted as such in the proposal or agreement)

In consideration of the benefits to the Client of employing the fast track process (in which some of the Consultant' design services overlap the construction work and are out of sequence with the traditional project delivery method), and in recognition of the inherent risks of fast tracking to the Consultant, the Client agrees to waive all claims against the Consultant for design changes and modification of portions of the Work already constructed due to the Client's decision to employ the fast track process. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Consultant. The Client further agrees to compensate the Consultant for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the Project in a fast track manner.

#### Betterment

If, due to SDA's negligence, a required item or component of the project is omitted from the construction documents, SDA shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SDA be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

#### Jobsite Safety

Neither the professional activities of SDA, nor the presence of SDA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. SDA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, SDA and SDA's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

#### **Opinions of Probable Construction Cost**

In providing opinions of probable construction cost, the Client understands that SDA has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that SDA's opinions of probable construction costs are made on the basis of SDA's professional judgment and experience. SDA makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from SDA's opinion of probable construction cost.

#### Permits and Approvals

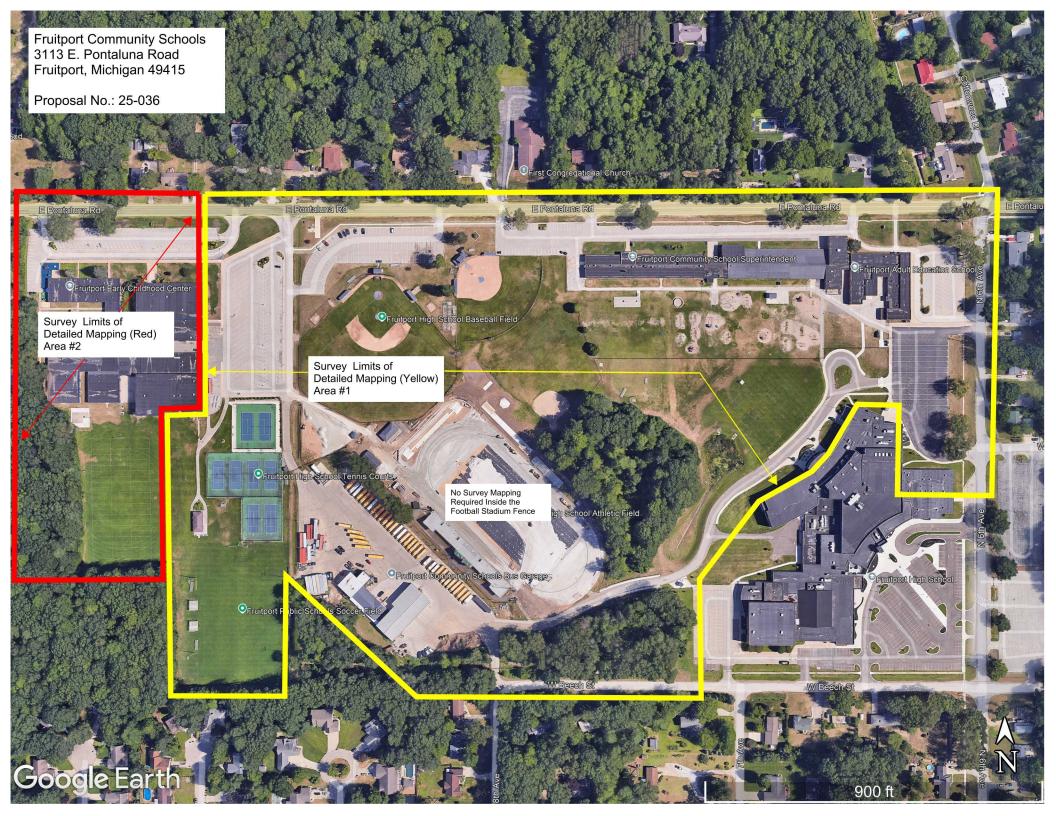
SDA shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which SDA's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by SDA and included in the scope of Basic Services of this Agreement. SDA makes no guarantees that permits will be issued, and payment to SDA is not contingent upon approvals or permits being issued.

#### Utility Surveys

If a utility survey is part of SDA's scope of services, we will make reasonable efforts to locate and accurately depict existing utilities on the survey drawing. SDA's efforts will include research and gathering of data from the appropriate utility authorities, field locating visible surface features, and measuring depths and directions of underground utilities where visible. If SDA finds that inverts or pipe directions cannot be determined due to debris or obstructions in manholes, gate valves, catch basins, etc., we will notify the Client of the situation and recommend cleanout of the structures. If a return visit is required to obtain invert data after field work is complete, this will result in additional fees. If the client chooses not to clean out the structures, SDA will not be held liable for conflicts or problems that occur as a result of utilities that we were unable to locate. Unless specifically stated in the proposal, SDA's services do not include subsurface investigation measures to locate underground utilities. This includes sonar, radar, or laser ground penetration devices, as well as physical excavation to determine utility locations.

#### Boundary Surveys

Due to the nature of a boundary survey, boundary problems occasionally can arise that may require additional fees to be assessed. If these extenuating circumstances occur while performing the boundary survey, the client will be notified immediately as to the problem. Examples of such problems are gaps or overlaps in legal descriptions, ambiguous legal descriptions, insufficient or incomplete title work, occupation issues with actual legal descriptions, monumentation discrepancies, etc. Additional fees are typically needed to research and solve these problems by searching grantor / grantee records and the additional field work that follows so that the surveyor can come to a conclusion and certify the survey.



### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

### To: Board of Education

Attachment #

From: Mark Mesbergen

# **Subject to be Discussed and Policy Reference:** 2025-26 Chromebook Purchase

### **Background Information:**

Every year, the technology department reviews the needs of our chromebook inventory to see what is needed to be replaced for the upcoming year. The recommendation is to purchase a total of 533 chromebooks (with licensees) and 210 student cases for \$160,740.46.

**Financial Impact:** \$160,740.46 coming out of the Technology-Security Millage

### **Recommended Action:**

To approve the recommendation to approve the attached quote from Sehi Computer Products Inc. using the REMC Bid consortium.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	
Meeuwenberg	Mueller	Six		



Fruitport Community Schools

Technology Department *Fruitportschools.net* 

February 26, 2025

### Chromebook Information and Purchase Recommendation

### **Background Information:**

Currently, in our Chromebook fleet, we have ~3,300 devices. Chromebooks, while being a valuable tool in the classroom, do have a projected life expectancy of 5 years, with no more than 7 years as they do expire from software updates. We have developed a 5-year refresh cycle, where each year we would renew a portion of the fleet. We need to replace these devices this summer to be prepared for the 2025-26 school year. Each year we will be purchasing Chromebooks for students in their 8th grade year and have them use that same device through their graduation year. Additionally, we will be replacing devices that have reached their end-of-life software expiry.

The location and numbers of the Chromebooks expiring and additional needs:

### Chromebooks:

- 8th Grade 225 devices
- Replacement in carts at BE/SE/EE 228 devices
- Staff Replacements- 20 devices

### Additional Equipment and accessories:

- Google Management License 533 licenses
- Cases for 8th Grade- 210

### Total number of devices: 533

### Cost:

The individual price of the HP11 G10 EE Chromebook is: \$261.00 The individual price of the HP Fortis 14 G11 Chromebook (Staff) is: \$322.00 The individual price of the Google Management License is: \$29.62 The individual price of the Capsule Rugged Case is: \$22.00

Fruitport Community Schools Technology Dept. 3255 E. Pontaluna Rd, Fruitport, MI 49415

### **Recommendation:**

I recommend we purchase the following:

- (513) HP11 G10 EE Chromebooks for the eighth grade students and elementary carts.
- (20) HP Fortis 14 G11 Chromebooks for staff replacements.
- (533) Google Management Licensees
- (210) Capsule Rugged Cases

The product's will be purchased from Sehi Computer Products for \$160,740.46

Sehi Computer Products is on the REMC Bid for this project under the number: 196060, which covers enterprise level computers and related items. Thank you for your consideration.

Kyle Nielsen Director of Technology





	Report a Cheaper Price
<	Share
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# Sehi Technology General Catalog Discount

5-40% discount off education list price for the entire Sehi catalog. REMC ITEM# 252070

Educational List F	Price	\$0.00
REMC Price	Price Vari	es / Catalog Discount
Contract Expirati	on Date	Dec 31, 2025
Quantity		Percentage
Manufacturer		various
Model		various

ADD TO SHOPPING LIST						
LIST	~					
Add a new Shopping List						
QUANT	TY					
1		ADD				

#### VENDOR INFORMATION



Fruitport Community Schools Technology Dept. 3255 E. Pontaluna Rd, Fruitport, MI 49415

O: (231) 865-4000

# VENDOR INFORMATION



#### HP Inc.

Vendor Profile Vendor Contacts Awarded Products Vendor Evaluation Form Vendor Website

#### Notes:

Contract# "REMC-HP-NASPO-15" must appear on purchase order. E-rate SPIN 143007617. To find an HP partner, reseller agent or subcontractor, please visit our website at http://www.hp.com/buy/remc.

### **Primary Contact**

Debra Lee 442 Swan Blvd Deerfield, IL 60015 PH 8475370344 FX 8475721336 debra.lee@hp.com

### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

### To: Board of Education

Attachment #

From:	Mark 1	Mesbergen
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### Subject to be Discussed and Policy Reference:

E-Rate Network Equipment Purchase Recommendation

### **Background Information:**

The technology department has been working on upgrading our network. The proposal is to upgrade our core data center switch and replace our old wireless access points to Wi-Fi 6.This project is under E-rate so the district will spent \$48,989.88 and when the project is completed, the district will receive \$39,191.90 back in a credit for a total net cost of only \$9,797.98. Vector was not the lowest bidder however, the lowest bidder did not spec the equipment we requested and the department was concerned with the compatibility.

### **Financial Impact:**

\$9,797.98 coming out of the Technology-Security Millage after the E-Rate Rebate

### **Recommended Action:**

To approve the Vector Tech proposal for \$48,989.88.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	Kelly		
Meeuwenberg	Mueller	Six				



**Fruitport Community Schools** 

Technology Department *Fruitportschools.net* 

February 26, 2025

### E-Rate Network Equipment Purchase Recommendation

### **Background Information:**

As part of our ongoing efforts to enhance network performance and reliability, we are seeking to **upgrade our core data center switch** and **replace our remaining 802.11ac wireless access points with Wi-Fi 6 (802.11ax) technology**.

### Key Justifications for the Upgrade:

- **Core Data Center Switch:** The current switch has reached the end of its lifecycle and lacks the capacity to support current and future network demands. Upgrading to a modern, high-performance switch will ensure improved **speed**, **reliability**, **and scalability** for district-wide connectivity.
- Wi-Fi 6 Upgrade: Our existing 802.11ac access points are aging and do not provide the efficiency, capacity, or speed required for modern learning environments. Transitioning to Wi-Fi 6 (802.11ax) will enhance network performance, reduce congestion, and improve connectivity in high-density areas, supporting 1:1 devices, streaming, and cloud-based learning tools.

### **Recommendation:**

After reviewing bids for the **Network Electronics Upgrade**, I recommend awarding the project to **Vector Tech** for a total cost of **\$48,989.88**. This project is **eligible for 80% E-Rate funding**, reducing the district's financial responsibility to **\$9,797.98**.

While **Vector Tech** was not the lowest bidder, their proposal best meets the district's needs. The lower bid from **Elevate Technologies** was not selected for the following reasons:

- 1. **Product Compatibility** Elevate Technologies proposed equipment from a different vendor than what is currently installed, which would create integration and support challenges.
- 2. **Bid Specification Compliance** Their proposal did not meet the required **port density specifications** for the server core switch.
- 3. **Annual Licensing Fees-** To maintain functionality these products require annual license fees. This would create an ongoing financial burden for the district, whereas the selected solution provides a **cost-effective, sustainable** approach without recurring license costs.

### Elevates Bid: \$33,440

Selecting **Vector Tech** ensures **seamless integration** with our existing infrastructure, maintains **system reliability**, and supports **long-term scalability**. I recommend approval of this purchase to maintain consistency and performance in our network environment.

#### Service Provider Name: Vector Tech Group Date: 2/10/25 District Name: Fruitport Community Schools

Part Number	Manufacturer	Model	Item Description	Quantity	Eligi	ible Cost	Quantity-Labor	Labor Cost	Total Cost	
901-R650-US00	Ruckus		Ruckus R650 dual-band 802.11abgn/ac/ax Wireless	42	\$	550.00			\$	23,100.00
LE9-0001-SG03	Ruckus		E-Rate AP management license for SZ-100/vSZ 3.X	42	\$	60.00			\$	2,520.00
Cabling Labor	Vector		AP installation labor				\$ 42.00	\$ 50.00	\$	2,100.00
ICX7850-48F-E2	Ruckus		ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP2	1	\$ 1	5,900.00			\$	15,900.00
ICX7850-PREM-LI	Ruckus		ICX7850 Premium feature license	1	\$	2,600.00			\$	2,600.00
L09-0001-SGCX	Ruckus		Switch management license for SZ-100/vSZ 5.X/SZ	1	\$	75.00			\$	75.00
Englabor	Vector		Engineering labor for installation and configuration				\$ 1.00	\$ 1,500.00	\$	1,500.00
									\$	-
									\$	-
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Performance Bond									\$	1,194.88
					<b> </b>				\$	-
									\$	-
			Grand Totals:	87	\$ 1	9,185.00	43	\$ 1,550.00	\$	48,989.88



E-Rate RFP Response

Prepared for:

## **Fruitport Community Schools**



Proposal Date: 2/14/2025

Prepared by: Vector Tech Group erate@vectortechgroup.com

> USF SPIN#: 143049512 FCC 470#: 250014570



E-Rate RFP Response Prepared for: Fruitport Community Schools

## Statement of Work

## Erate2025 #250014570

Prepared for Fruitport Community Schools

## **Vector Tech Group**

USF SPIN#: 143049512 <u>erate@vectortechgroup.com</u> <u>www.vectortechgroup.com</u> Sales Executive: Jake Baker SOW Generated on February 3, 2025, Version 1

## **Client Contact Information**

Client Name Project Name Client Contact Client Contact Email Fruitport Community Schools Erate2025 #250014570 Kyle Nielsen

## Locations in Scope

Main: 3255 E. Pontaluna Rd., Fruitport MI 49415

## **Executive Summary**

Vector Tech Group is providing a proposal for all requested Ruckus access points and switches as well as all labor for a complete turnkey installation for the district. We have provided all necessary data sheets for you to compare to other proposals as well as several references for you to reach out to about the quality of work we provide. If you have any questions please do not hesitate to reach out.

## **Solution Summary**

## Wired deployment - Complex Wired Network Installation

The purpose of this Scope of Work (SOW) is to define the responsibilities, tasks, deliverables, and exclusions for the installation of a complex wired network infrastructure. This project will involve the design, installation, testing, and documentation of the network infrastructure, including the deployment of wired network components such as switches, routers, firewalls, and cabling.

## **Physical Installation of Wireless Access Point**

This project involves the physical installation and testing of Wireless Access Points (WAPs) throughout the client's designated areas. The goal is to provide comprehensive wireless network coverage, improving connectivity and network performance. The scope includes mounting of WAPs as per the client's requirements.

## Scope of Work (SOW) per location proposed

The following information gives a detailed breakdown of the scope of work being performed.

## **Location: Main**

### eRate Line of Business

### Planning/Preparation and Planning- Complex Wired Network Service

- Define network size, number of devices, and performance expectations. Subservice
- Determine necessary redundancy and failover mechanisms. Subservice
- Identify specific network services needed (e.g., VLANs, QoS, Layer 3 routing). Subservice

### Planning/Site Survey- Complex Wired Network Service

- Evaluate physical space for equipment placement. Subservice
- Identify cable routing paths. Subservice
- Verify power requirements and availability. Subservice
- Ensure adequate cooling and ventilation. Subservice

#### Planning/Network Design - Complex Wired Network Service

- Create a detailed network diagram including core and edge switch placement. Subservice
- Plan IP addressing scheme. Subservice
- Define VLAN configurations. Subservice
- Plan for routing protocols (e.g., OSPF, BGP). Subservice

### Planning/Pre-Installation Setup - Complex Wired Network Service

- Unbox and inspect all hardware. Subservice
- Label all equipment and cables. Subservice
- Pre-configure switches with basic settings (hostname, management IP, etc.). Subservice

### Executing/Physical Installation - Complex Wired Network Service

- Mount core and edge switches in designated rack spaces. Subservice
- Install patch panels and cable management systems. Subservice
- Connect power supplies to UPS units. Subservice
- Route and connect all necessary cables (power, network, and console). Subservice

#### Executing/Core Switch Configuration - Complex Wired Network Service

- Configure Layer 3 routing settings. Subservice
- Set up VLANs and inter-VLAN routing. Subservice
- Implement routing protocols (e.g., OSPF, BGP). Subservice
- Configure QoS settings. Subservice
- Set up redundant links and failover protocols. Subservice

### Executing/Edge Switch Configuration - Complex Wired Network Service

- Configure access VLANs. Subservice
- Set up port security and access control lists (ACLs). Subservice
- Ensure PoE settings if applicable. Subservice
- Apply any necessary QoS settings. Subservice
- Connect edge switches to the core switch. Subservice

## Monitoring and Controlling/Network Testing and Validation - Complex Wired Network Service

- Verify physical connections and power status. Subservice
- Test network connectivity for all VLANs. Subservice
- Check routing table and protocol status. Subservice
- Perform end-to-end ping tests. Subservice
- Validate QoS configurations. Subservice
- Test failover and redundancy mechanisms. Subservice

#### Monitoring and Controlling/Training and Handover- Complex Wired Network Service

- Provide training for network administrators on the new setup. Subservice
- Hand over all documentation and configuration files. Subservice
- Explain maintenance procedures and troubleshooting steps. Subservice

## Monitoring and Controlling/Monitoring and Maintenance Setup - Complex Wired Network Service

- Set up network monitoring tools (e.g., SNMP, Syslog). Subservice
- Configure alerts for critical events. Subservice
- Schedule regular maintenance checks. Subservice
- Update network diagrams with final configurations. Subservice

### **Closing/Documentation - Complex Wired Network Service**

- Update network diagrams with final configurations. Subservice
- Document IP addressing and VLAN assignments. Subservice
- Record switch configurations and backup files. Subservice
- Create an inventory of all equipment and serial numbers. Subservice

## Planning/Site Survey and Preparation - physical installation of wireless access point (WAP) Service

- Conduct a site survey to confirm installation locations for each WAP as per the project design Subservice
- Identify challenges or obstacles in installation areas. Subservice

### Planning/Equipment Preparation - physical installation of wireless access point (WAP) Service

• Unbox and inspect WAPs and any related mounting hardware. Subservice

• Prepare any necessary tools and materials for installation (e.g., drills, screws, brackets). Subservice

### Executing/Physical Installation - physical installation of wireless access point (WAP) Service

• Mount WAPs at designated locations, secure with appropriate hardware, connect to power sources and network. Subservice

## Monitoring and Controlling/Post-Installation Testing - physical installation of wireless access point (WAP) Service

• Power on WAPs, verify operational status. Subservice

### Closing/Documentation - physical installation of wireless access point (WAP) Service

• Record WAP locations and installation notes, document any issues or deviations from the original plan. Subservice

## **Out of Scope**

Vector is responsible to perform only the Services described in this Statement of Work Agreement. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of scope. All services requested outside of this SOW as detailed above will require a "Change Order" before any services are performed. "Change Order" must be agreed upon by all parties and signed. Specific examples from this project may be listed below.

- This is not a site visit unless required at additional T&M
- Creating building maps is out of scope
- Any structural changes required to accommodate networking equipment.
- Installation and configuration of servers, applications, and databases.
- Dealing with ISP-related issues or installation of external connections.
- Network configuration, SSID setup, security settings, and firmware updates are not included.
- Ongoing maintenance will be billed at T&M
- Integration of the WAPs into the existing network, including VLAN configuration, DHCP setup, and network monitoring, is out of scope.
- Ongoing support, maintenance, and troubleshooting after installation are not part of this SOW.

## **Client Responsibilities**

Client responsibilities for this project are:

## À la Carte Labor Rate Table

Any services requested beyond the scope outlined in the proposed agreement will be billed at the rates specified below. These additional services will be discussed and agreed upon prior to the commencement of any work outside the original scope.

<b>Hourly Price</b>
\$100.00
\$195.00
\$195.00
\$195.00
\$175.00
\$195.00
\$175.00
\$195.00
\$195.00
\$225.00
\$175.00
\$225.00

## **Rate Adjustments for After-Hours and Holidays**

- Standard Rates apply Monday through Friday, 8:00 AM to 5:00 PM EST.
- Night and Weekend Rates are 1.5 times the standard hourly rate.
- Holiday Rates are 2 times the standard hourly rate.

## **Terms & Conditions**

### **Limitation of Liability**

The Company shall perform all services using the same level of care or better than that is expected in the industry. However, in no event shall Service Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs and damages.

### Confidentiality

The Company and its agents will not use or disclose any Client information, except as necessary for or consistent with providing the contracted services, and will use our best efforts to protect against unauthorized use.

The Client must designate which authorized employee(s) are allowed to make changes to the account, request password modification for themselves or other users.

### **Out of Scope Work**

Any work performed on items not expressly covered by this document will be billed on a separate invoice.

## **Project Acceptance**

IN WITNESS HEREOF, the parties hereto have caused this Statement of Work Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

By: Fruitport Community Schools Name: Title: Date: February 3, 2025 By: Vector Tech Group Name: Title: Date: February 3, 2025

## The Vector Team



The Vector Tech Group team has been designing and implementing Wi-Fi and LAN networks speicfically in the education vertical since 2009. Our team consists of highly qualified experienced professionals.

## **Project Manager:**

Minimum of three years in role with similar responsiblities

Basic Overview/responsibilities:

- To act as the primary point of contact (POC)
- · Develop, obtain agreement on, and execute the project according to the proposal
- · Provide and present project status reports
- · May assist with installation of network equipment for the project
- · Conduct project status meetings as needed
- · Identify, track, escalate, and resolve issues
- Communicate staffing needs and changes

## Design Technician:

Minimum certification level: AM-30 Airmagnet Survey Pro Certified and CWNA Certified

Basic Overview/responsibilities:

- Design and deploy wireless LAN's for optimal performance, security and compliance
- Understand 802.11b/g/n/ac/ax/6E and 4.9GHz site surveying
- Provide real world measurements to create an accurate deployment
- · 802.11n, voice & spectrum surveys
- · Verifying RF coverage
- · Complete Wi-Fi weather map of all critical RF and end-user performance metrics
- · Verify end-user network requirements and do detailed end-user capacity planning

## Network Technician:

Minimum certification level: Ruckus wireless certified integrator (RWCI), BICSI Certified, Hubbel Certified

Basic Overview/responsibilities:

- · Performs installation of network equipment
- \* May also provide support and configuration of network equipment

## Network Engineer:

Minimum certification level: Wireless Solutions Engineer (WiSE), CWNA, Fortinet NSE7, Ruckus switch implementer (RICXI), JNCIA Mist AI, JNCIA-Junos

Basic Overview/responsibilities:

- Design, installation, and implementation of network resources
- · Performs configuration of network equipment for the project
- · Has a solid working knowledge of Wi-Fi and LAN networks and related issues
- · Provides training and assists with technology transfer to the client

## Wired References



Holland Christian Schools Education Contact: Charlie Piffer (616)717-2875 jcpiffer@hollandchristian.org

Complete district-wide wired and wireless network upgrades in 2017

Mona Shores Public Schools Education

Contact: Chad Pranger (231)767-7281 prangerc@muskegonisd.org

Complete wired and wireless upgrade from 2020 to 2023

Caro Community Schools Education

Contact: Scott Dwyer (989) 673-3165 ext 1200 sdwyer@carok12.org

Complete district wide wired and wireless network upgrades in 2019

Midland Public Schools Education

Contact: David A. Dziedzic (989) 923-5127 dziedzicda@midlandps.org

Complete district wide wired and wireless network upgrade in 2019

Kent ISD Education Contact: Tim Lillis (616) 447-3073 TimLillis@kentisd.org

Wired and Wireless network upgrades across the ISD and all supported districts from 2018 to 2023

## Wireless References



Portage Public Schools Education Contact: Dan Vomastek (269)720-3148 dvomastek@portageps.org

Complete district-wide wireless network upgrade in 2023

Muskegon Area ISD Education Contact: Myles Sylva (231)767-7237 msylva@muskegonisd.org

Wireless network upgrade for the ISD and supported districts in 2023

Midland Public Schools Education Contact: David A. Dziedzic (989)923-5127 dziedzicda@midlandps.org

Complete district wide wired and wireless network upgrades in 2019

National Heritage Academies Education

Contact: Meghan Redder (877)223-6402 mredder@nhaschools.com

Upgraded NHA supported wireless networks from 2017-2023

Gaylord Community Schools Education

Contact: Todd Oostmeyer (989)705-3080 oostmeyert@gaylord.kl2.mi.us

Complete district wide wireless network upgrade in 2022



## Vector Education Services

## DESIGNING, BUILDING, AND DEPLOYING BEST PRACTICE NETWORK INFRASTRUCTURES

Today's educational institutions have increased demands on their network infrastructures, requiring higher levels of performance, availability, and scalability to take advantage of new IP-based technologies. To increase efficiency and reduce costs, these institutions need intelligent networks that effectively utilize available bandwidth capacity, manage data traffic flow, and ensure network security.

As a leading education network solutions provider, Vector has the experience to help schools deploy highly scalable, highly reliable, and high performance next-generation network infrastructures.

Vector offers end-end services that help schools:

- Design best-in-class network environments with flexibility for future growth
- Implement best practices to optimize network configuration and management for IT leadership
- Utilize leading edge technologies to provide a highly optimized learning environment
- Support their faculty and students as their technical demands increase
- Maximize limited budgets to effectively support their students and staff

## SURVEY/ASSESSMENT SERVICES

Schools interested in optimizing their current environments or implementing new networking solutions should first analyze their existing network and cable infrastructures, along with their current and future requirements. Vector Survey & Assessment Services can help schools identify any specific needs and potential problem areas.

These services utilize capacity and performance tests to identify potential problem areas. In addition, it also helps schools budget out projects for building a next-generation network capable of supporting increasing bandwidth demands. As part of these services, Vector Engineers will:

- Check network architecture and design for performance, availability, security, consistency, and manageability
- Evaluate network infrastructure, application delivery, interconnectivity, router and switch configurations, and performance
- Evaluate network infrastructure age and expected lifecycle
- Evaluate existing low voltage and fiber optic cable infrastructure age and compatibility
- Assess network security, including compliance issues and best practices
- Appraise network performance, including traffic patterns, bandwidth optimization, internet connectivity and network vulnerabilities
- Perform RF propagation site survey to provide insight into the wireless network and its coverage

At the conclusion of this service, Vector will provide a detailed Network Survey/Assessment Report, present the findings, and discuss recommendations and next steps.

## **DESIGN SERVICES**

Vector Design Services help schools develop practical design plans considering present and future business requirements that network requirements that best match their budgets, requirements, performance needs and schedules. These services offer several design options tailored to the school's specific needs, whether they need to introduce a partial technology refresh to leverage their existing network infrastructure or would like to perform a full technology refresh. As part of this service, Vector experts will:

- Review any IP network infrastructure survey/assessment results
- Analyze current network management tools
- Analyze current WIFI and LAN networks for any gaps in coverage
- Analyze power outputs for all IT closets
- Provide design options for leveraging existing infrastructure or refreshing all technology
- Identify and communicate resolution needs for any potential implementation gaps or risks
- Create a bill of materials and implementation plan
- Present the final network design plan
- Present bill of materials and documentation needed for RFP if required

## **ENGINEERING SERVICES**

Vector Engineering Services provide unmatched expertise in helping schools install, configure, and validate networking solutions including but not limited to Firewalls/Routers, Network Switches, UPS's, Wireless Access Points, Wireless Controllers, and NAC solutions. These services may include:

- Review design and validate with pre deployment walkthrough
- Document existing hardware and configurations
- Configure and validate new network equipment
- Identify and validate connection points
- Integrate new network equipment per the defined connections
- Configure and integrate any network monitoring and analytics tools
- Perform functionality validation
- Perform post site survey to validate connections and coverage
- Produce as-built and knowledge transfer documentation

## CABLING SERVICES

Vector Cabling Services operates as multiple cabling crews with each crew having its own Project Manager and all necessary tools to provide Low Voltage and Fiber Optic cabling services to schools across the state. Our crews are all BICSI and Hubbell certified and have decades worth of experience to provide unmatched quality of service to schools across the state. These service may include:

- Analyze and validate current cable infrastructure
- Test and tone existing fiber optic cabling
- Closet clean up services
- Install and terminate Cat6 and Cat6A low voltage cabling
- Install and terminate SM and MM Fiber Optic cabling
- Fusion splice and repair of existing Fiber Optic cabling

## SUPPORT SERVICES

An implementation being complete does not mean that Vector's services stop. Vector's Education Services team will continue to support your team throughout the years to continue maximizing network performance and reliability for your school. Our team is available 24/7/365 and there are a number of ways to reach them:

- https://vectortechgroup.com/support/
- support@vectortechgroup.com
- (866) 827-4886

In addition, there are also proactive ways to utilize our Educational Services team:

- Pre purchased block hours
- Purchasing block hours through E-Rate via the Basic Maintenance of Internal Connections (BMIC) category
- Purchasing managed services for your network through E-Rate via the Managed Internal Broadband Services (MIBS) category

## TRANSFORM YOUR NETWORK WITH VECTOR EXPERTS

For over 30 years Vector has been providing local expert services to educational networks and giving peace of mind and confidence to the schools we work with.

The Vector Education Services team has a vast knowledge base and the engineering expertise to Assess, Design, Implement and Support highly efficient and reliable educational networks. All Vector Education Service team members are industry certified and have many years of hands-on experience delivering network solutions. The valuable transfer of knowledge that our team brings to your staff can reduce risks and disruptions while optimizing network performance for your school.



## FOREST HILLS PUBLIC SCHOOL DISTRICT

Provides a Secure and Reliable Network, Cloudpath delivers BYOD security



## CASE STUDY



## **OVERVIEW:**

Forest Hills Public School District (FH) is located in Grand Rapids, Michigan. FH is one of the largest geographic districts in Michigan, as it encompasses approximately 68 square miles. FH serves over 10,000 students in grades K through 12 and 1200 faculty and staff. Its legacy network could not keep up with the bandwidth requirements of an ever-increasing population of wireless devices so the need for a reliable, secure and fast network was a must.

### WHAT THEY NEEDED:

- A secure and easy to manage network
- Ubiquitous Wi-Fi coverage and strong signal strength to deliver high data rates to thousands of concurrent clients
- Higher capacity client support per access point (AP)
- A future-proof network that could grow as the district's needs grow

## **SOLUTION:**

- Deployed close to 1,000 indoor APs throughout the district with Ruckus' 802.11ac Wave 2 R500, H500 and R700
- Installed the Ruckus virtual SmartZone (vSZ) for redundancy to deliver the high availability needed for online learning
- Installed Cloudpath for secure onboarding of BYOD devices

### **BENEFITS:**

- Equipped FH students and staff with a reliable and secure infrastructure
- Increased the number of concurrent clients supported per AP while improving signal strength and wireless reliability
- Future-proof network to grow as their district grows

Digital learning is on the rise. Blended learning, flipped classrooms and digital curricula engage students and help instructors to be more effective. Textbooks are being digitized and open educational resources (OER) are available online for mobile devices to provide rich and interactive content. Bring your own device (BYOD) and 1:1 computing initiatives are replacing wired computer labs, as most students now have consistent access to a laptop, tablet or Chromebook computer. With this advancement, schools need to be prepared with a reliable network that ensures students and teachers have anytime, anywhere access for uninterrupted teaching and learning. Importantly, as schools transition to more screen-based learning, they also need to protect student data privacy through secure network access.

## THE CHALLENGE

Forest Hills' legacy network could not keep up with the bandwidth requirements of an ever-increasing population of wireless devices. Established in 1956, several of the district's twenty-four buildings were built with "RF unfriendly" materials, such as cinder block and brick, making it difficult to deliver fast and reliable wireless service.

"With the expansion of Chromebooks into the schools, we were finding that once you introduced more than 25-30 wireless devices on an access point, it would start to bog down and become a point of contention," states Chris Alger, systems engineer at Forest Hills Public School District.

Having bandwidth constraints led to daily help desk tickets, and the IT department was struggling to keep up with the ever-increasing demands.

The secondary schools were looking to launch a BYOD initiative, and Alger felt it was time to find a solution that could support the dense environment. The district needed Wi-Fi infrastructure that could support the demands of mobile devices in the hands of all students, and the bandwidth-hungry applications running on them. The network needed to ensure high performance and connectivity through high-capacity access points (APs) that were easy for IT to manage. Additionally, the district needed a way to securely onboard and secure BYOD computers in order to protect students from harmful content on the internet, unacceptable use in school and secure data privacy.

## **THE SOLUTION**

Looking for the right solution to fit the district's needs, FH turned to partner Vector Tech Group for guidance. Looking at several requests for proposal (RFPs), FH started the vetting process. Vendors were put to the test to identify the solution that best met their requirements. Already having experience with Ruckus from a previous district, Alger wasn't surprised when Ruckus came out on top.

Building the wireless classroom requires reliable 802.11ac Wi-Fi to boost student achievement. The deployment consists of close to 1,000 indoor APs throughout

## **CASE STUDY**

## FOREST HILLS PUBLIC SCHOOL DISTRICT Provides a Secure and Reliable Network, Cloudpath delivers BYOD security





"Since the deployment, we have seen over 100 users on each access point, great reliability and no calls," claimed Alger. "We feel that Ruckus just does wireless better."

**CHRIS ALGER** Systems Engineer, Forest Hills Public School District the district. The Ruckus R500 family of APs (2x2:2 802.11ac) were deployed in the secondary schools, the H500 family of APs (wall-mounted 802.11ac) were placed in smaller areas such as offices and the R700 family of APs (4x4:4 802.11ac) were placed across the elementary schools.

Managing these APs are two virtual SmartZone (vSZ) controllers for centralized management and redundancy to deliver the high availability needed for online learning. The vSZ platform future proofs the network to grow as demands increase across the school district.

FH chose Ruckus Cloudpath Enrollment System (ES) software for secure onboarding of BYOD devices. This secure network access management platform provides users with easy, self-service onboarding for student, faculty, and staff devices. The system automatically installs a digital certificate onto user devices when they connect for the first time using their existing network credentials. Users don't need to re-enter login credentials to connect again later, and this certificate-based approach secures every connection with WPA2-Enteprise encryption. Once a device is authenticated using Cloudpath ES, it automatically connects to the network regardless of which campus the student or faculty member visits.

"Cloudpath gives us an easy way to attach devices to our wireless network securely, without manual intervention by IT," stated Alger.

The right network infrastructure empowers teachers and students to leverage the latest technology in devices and applications for a rich digital learning experience. The new network has made a huge difference across the district. Students are no longer experiencing interrupted learning. The district has experienced solid coverage and reliability with very few IT tickets. The network provides fast Wi-Fi with increased concurrent client capacities per AP.

"Since the deployment, we have seen over 100 users on each access point, great reliability and no calls," claimed Alger. "We feel that Ruckus just does wireless better."

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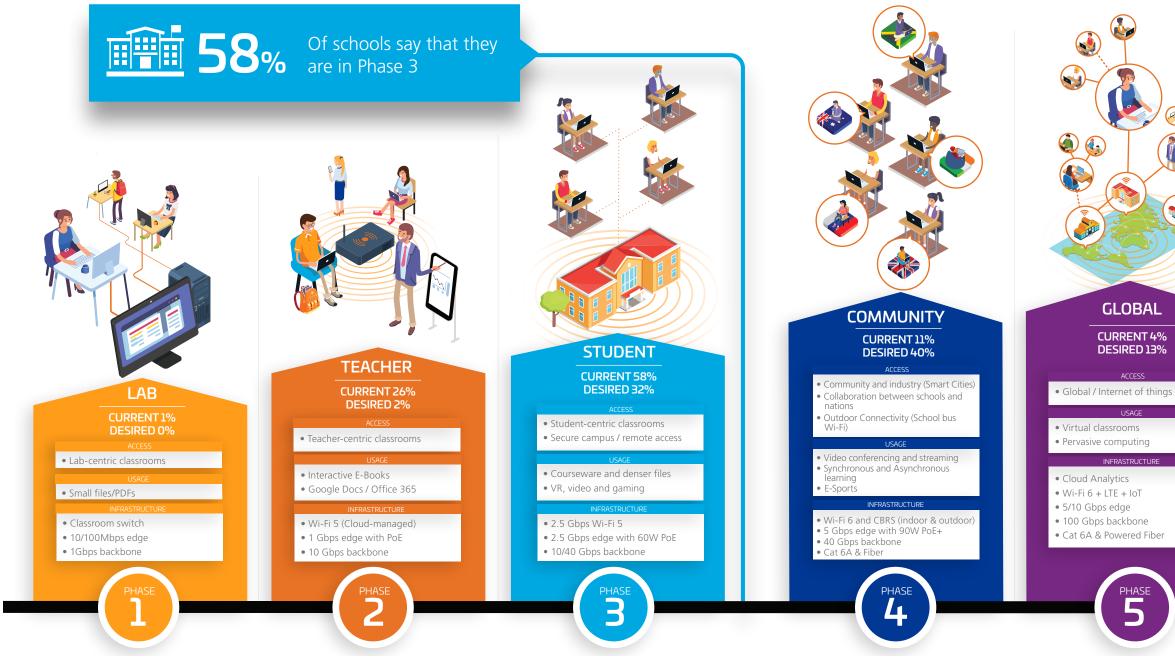
## **K-12 Education**

## Reliable school networks made simple and secure



## **TRANSITION TO DIGITAL LEARNING**





## 9.4 Million Households with school-aged children do not have access to the internet. (NCES: National Center for Education Statistics)



49%

17%

96% of IT Leaders consider digital equity a priority.

(CoSN: The State of Edtech Leadership in 2020)

Only 49% of districts are meeting the FCC long-term goal of 1 Gbps per 1,000 students.

(CoSN's 2018–2019 Annual Infrastructure Report)

17% of students can't finish their homework because they do not have reliable access to a computer or the internet.

(Pew Research Center Fact Tank)

## A FAST AND RELIABLE NETWORK IS NO LONGER **OPTIONAL.**

Don't let your campus network become a roadblock. Invest in a wired & wireless network that supports future ready technologies and delivers proven performance, reliability, and scale for K-12.

## THE DIGITAL CLASSROOM OF TOMORROW PROMISES AN OUTSTANDING EDUCATION. **IS YOUR NETWORK READY?**

The classroom of tomorrow promises an outstanding education. Blended learning, digital curriculum and other modern learning models can better engage students and help educators be more effective.

With this digital transformation, lesson plans now depend on consistent, reliable connectivity to the school Wi-Fi network. Instead of leaving tools locked in the classroom, students walk in the door with their Chromebooks, tablets or other devices every morning, and take them home with them each night.

As such, there are three major concerns that IT administrators in K-12 school districts are currently facing:



## THE TOP PRIORITY FOR IT IS **BROADBAND AND NETWORK** CAPACITY.

More devices are coming onto the network, stretching the limits of aging infrastructure. SETDA recommends 10Gbps per 1000 students by 2020-21. Plan for growth, not rip-and-replace.

## **SECURITY AND STUDENT DATA PRIVACY**

FACING THE TASK OF **PROTECTING STUDENT DATA** FROM MISUSE OR BREACH.

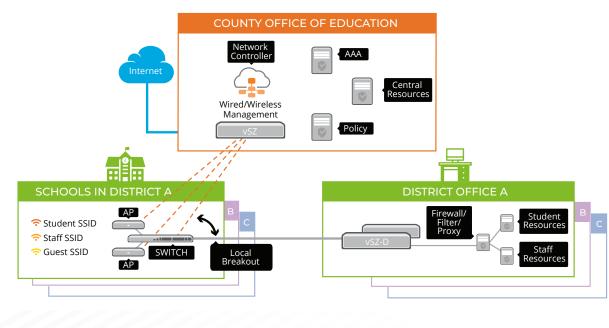
Buying or receiving 1:1 computers for digital learning will require schools to securely on-board devices for student data privacy.

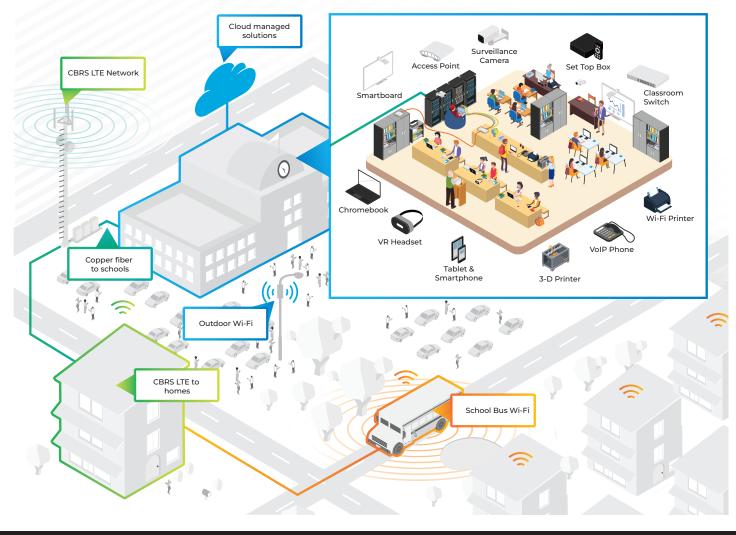
## TRANSITION **TO DIGITAL** LEARNING

## THE TRANSITION FROM **TEXT-BASED CURRICULA TO BLENDED LEARNING.**

Buying or receiving 1:1 computers for digital learning will require schools to securely on-board devices for student data privacy.

## **HOW DOES THIS FIT IN MY SCHOOL**





## WHY CHOOSE COMMSCOPE FOR YOUR SCHOOL PROJECT

As your school continues its digital transformation to 1:1 mobile learning, RUCKUS helps you address the top three challenges of school IT: network scaling, securing student data privacy, and network reliability for digital instruction. Our goal is to help you provide a safe and reliable learning environment at an affordable price.



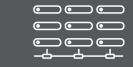
## Optimal for Chromebooks Our passion is highlighted by 100+ RF patents that provide the strongest wireless connections and enable our access points (APs) to automatically adapt to non-ideal placement or changing conditions. Moreover, it has been independently proven that only RUCKUS can sustain 60 HD video streams with just one AP. Supporting more students with fewer APs means significant savings for your school. Combined with the outdoor APs, which provides not just connectivity outdoors, but also security when combined with solutions like Soter and AXIS. **Future Proof** School Bus Wi-Fi provides a mobile hotspot solution for students on and off the bus. Our switches support long distance stacking between closets, floors and buildings, while RUCKUS Campus Fabric allows up to 1,800 ports to be managed under a single IP address. In addition, entry-level switch uplinks can be upgraded from 1GbE to 10GbE Affordable with just a software license. Similarly, our high-performance access switch uplinks can be upgraded to 40GbE or 100GbE. Multi-Gigabit We make securing every connection to your school network easy, with identity-based policies that facilitate rapid guest access on-boarding. This means an end to passwords and trouble tickets for Wi-Fi access. **Fixed Wireless** Access RUCKUS Wi-Fi and ICX switching are now in the cloud and easier than ever to manage. Plus, our intuitive smartphone app allows you to deploy, monitor and manage APs on the go. And even when your subscription expires, the APs are still able serve your clients.

Our RUCKUS Cloudpath Chrome Extension enables simple network provisioning with a single click – and verifies which Chromebooks are school property. Moreover, only RUCKUS can sustain 60 HD video streams with just one AP. We also support CIPA compliance by allowing the restoration of content filtering for HTTPS traffic.

Our ICX access switch uplinks can be upgraded without replacing the switch. We also support stacking up to 12 switches, while Campus Fabric supports up to 36 switches with a single pane of glass. Our flexible switch deployment options include standalone, stacking and Campus Fabric (with the same switches). With RUCKUS Cloud Wi-Fi, you can easily add APs, as well as in-building LTE or Internet of Things (IoT) infrastructure. For the latter two, simply plug into pre-existing APs – without ripping and replacing!

Our purpose-built multi-gigabit APs and switches are designed to work together. We offered the first entry-level multi-gigabit switch, with up to 16 multi-gigabit (2.5GbE) ports per 48-port switch, and up to 8 x 10GbE uplinks without over subscription. Our premium multi-gigabit access switch offers 24 x 1/2.5/5/10GbE ports with 40/100 GbE uplink ports. These multi-gigabit switches offer full PoE/PoE+ on all ports (up to 90W per port).

**High Performance** Network Cabling



Foundational to high performance networks is the structured cabling to support your networks bandwidth, capacity and power requirements. CommScope Cat 6A copper cabling ensures your access layer foundation is ready and able with up to 10G speeds and support for High Power PoE. CommScope's fiber solutions provide the scalable bandwidth you need for your network backbone and for high performance applications like eSports, VR and Wi-Fi 6 APs.



CBRS networks for private LTE allows school districts to share broadband to nearby homes without monthly data charges.

## 6 **K-12 Education** | Reliable school networks made simple and secure

Reliable Wi-Fi

(indoor & outdoor)

Scalable Switching

**Simple Security** 

**Easy Cloud** 

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## WAYNESBORO AREA SCHOOL DISTRICT

"The ICX switches were technically superior to anything else we evaluated. So, we ended up with the best of both worlds with RUCKUS APs and switches."



NICHOLAS ERICKSON Director of Technology Services for the Waynesboro Area School District

Waynesboro Area School District in Pennsylvania educates about 4,400 K-12 students. The district views technology as an integral part of its instruction models. Every Wednesday, the IT team, administration and faculty leaders meet to discuss current and future educational initiatives that depend on technology. For over a decade, Waynesboro has used RUCKUS, now part of CommScope, to provide reliable, high-performance Wi-Fi across the district. But its switch vendor failed to live up to the same standard. After evaluating other vendors, IT chose RUCKUS ICX switches, which met all of its requirements for reliability, flexibility and redundancy.

## CHALLENGE

- IT, administration and faculty agreed that a reliable network infrastructure was vital for supporting a wide variety of digital curriculum projects
- The existing edge switches suffered from spotty performance and lacked redundancy
- Network management was too resource-intensive for a small IT teams

## SOLUTION

- 150 RUCKUS indoor APs
- 100 RUCKUS ICX switches
- 2 RUCKUS SmartZone network controllers

### BENEFITS

- The RUCKUS edge network supports cutting-edge programs, such as a mobile robot with telepresence and Kerbal Space Program flight simulator
- RUCKUS switches deliver flexible capacity to schools and redundancy across the district
- The IT team now has end-to-end visibility and unified management across APs and switches
- The district can investigate integrating operational and informational technology, such as running building automation systems over the RUCKUS edge network

## **COMMSCOPE INDUSTRY RECOGNITION**

CommScope has long been an active participant of leading standards committees and alliance organizations. Participating in these groups has allowed CommScope to develop solutions that drive benefits to our customers today while ensuring the same solutions are a sound investment for tomorrow. By upholding these values and commitments, CommScope's portfolio of products and services have been recognized among the best in the industry.

2022	2022 CRN Awards CommScope receiv
	2022 CommScope named operator's Technology Performance" awards at \
2020	2020 Technology and Engineering En Video Ad Insertion portfolio leadershi
	(2020) CommScope is the IoT Sensor
	CommScope named a Wi-Fi Alliance
2019	(2019) 3rd consecutive year, CommSco Responsibility (CSR) rating from EcoV
	RUCKUS Wi-Fi 6 R730 AP scores WBA
	CommScope's RUCKUS ICX 7850 swit
2018	2018 Top 100 Global Tech Leader by Th
2017	CommScope receives AT&T 2017 Supp
2016	RUCKUS Wireless recognized as a Be Annual Report Card



### ives 5-Star rating and Women of the Channel

- "Supplier of the Year" and "Outstanding Vodafone Partner Awards Arch 2022
- mmy® Awards recognize CommScope's IP .ip
- <sup>•</sup> Company of the Year
- 2020 Industry Impact Award Recipient
- cope achieved a Gold level Corporate Social Vadis
- A Award 2019
- itch wins CRN's "2019 Product of the Year" award
- homson Reuters
- plier Diversity Crystal Award
- est-in-Class Channel Provider on CRN's 2016

## RELIABLE SCHOOL CONNECTIVITY: **COMMSCOPE RUCKUS**

The CommScope RUCKUS product portfolio of Wi-Fi, switching, IoT, LTE, powered fiber, Cat 6A solutions, software and SaaS lets you deliver a great end-user connectivity experience while reducing the amount of time you spend managing the network. And because CommScope RUCKUS packs more capability into every network element, you can build that network at a lower cost per connection.

( Â



- Wired/Wireless management
- Visual connection diagnostics
- · Powerful new mapping tool
- COE as service provider
- Customization with Open APIs



- Easy Chromebook on-boarding
- HTTPS inspection for CIPA
- · Prevents password lockouts
- BYOD and 1:1 policies
- Dynamic PSK
- · Granular policy guest access



- · Easy management saves time
- Scales with 1:1 deployments
- · High reliability for digital learning
- Can manage from smartphone
- RUCKUS APs, now in the cloud
- · Long distance stackable



## (INDOOR & OUTDOOR)

- · All students connect reliably
- Fewer APs needed per school
- Non-stop VR, gaming and video streaming Network
- Multi-gigabit (2.5GbE) uplink
- Outdoor AP stats

## **CBRS SOLUTIONS**

- Secure, wide-area, high-definition video surveillance
- More secure connectivity than Wi-Fi and at high speeds and quality of an LTE wireless network
- Utilizing the 3.5 GHz radio band, districts can bild a highly reliability wireless network that offers cost-effective fixed wireless access with low latency and delivers real-time communications to all their sensors, cameras, and industrial IoT

## COMMSCOPE STRUCTURED CABLING

- Comprehensive Category 6A & Category 6 Solutions
- High performance Multimode and Singlemode fiber optic cables in various constructions
- Standard and high density fibre optic connecting hardware
- 25 Year Warranty
- Highly Skilled Certified Installer Network
- Powered Fiber with hybrid cabling

## **RUCKUS IoT SUITE**

- · Add IoT during or after install
- · Keep your AP investment
- Reduce IoT complexity and cost
- · Great for STEM learning
- · Go green, save green



## ICX **SWITCHES**



- Silent classroom switches
- Leading power density (up to 90W)
- Uplink scaling 1/10/40/100GbE
- Hitless failover & ISSU
- Multi-gigabit (1/2.5/5/10 GbE)
- · Long distance stackable

## **SCHOOL BUS WI-FI SOLUTIONS**

- · Superior in-bus or outdoor Wi-Fi performance up to 1,200 feet
- · Centralized management to extend the school network
- · LTE backhaul access point creates a mobile hotspot





## **STUDENT** SAFETY AND **WELLNESS**

Vaping Detection and IP Video Indexing on CommScope's **RUCKUS WLAN Infrastructure** 



## Troubleshooting with network analytics tools

Mean time to identify (MTTI) is the time a network administrator needs to determine the root cause of a network issue or incident. A shorter average MTTI reduces the trouble-shooting burden on IT while improving user experience by allowing IT to more effectively limit incident duration and impact.

RUCKUS Analytics is a cloud service for network intelligence and service assurance. Powered by machine learning and artificial intelligence, it gives IT comprehensive visibility into network operations. If you are a current SmartZone customer, you can also opt for a free trial of RUCKUS Analytics.

Want to learn more? Send an email to ruckuscloud@commscope.com and someone will get back to you within one business day.

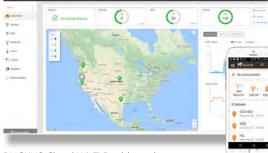
## A CLOUD WI-FI EXPERIENCE? IT'S AS EASY AS 1, 2, 3...

## LET'S GET YOUR TRIAL STARTED

We told you that RUCKUS Cloud Wi-Fi simplifies WLAN management. Try it for yourself. No obligation, no credit card required. See how easy it is to set up, monitor and manage.

Free trial includes:

- Free RUCKUS 802.11ac Wi-Fi access point
- Up to 10 Wi-Fi AP management licenses for 60 days
- Up to 20 RUCKUS Analytics licenses for 60 days
- RUCKUS Cloud mobile app for anywhere management



RUCKUS Cloud Wi-Fi Dashboard

## Push back against the youth E-cigarette epidemic

Vaping is a difficult behavior to target. Its odor is easily overlooked, it's easy to conceal visually, and it's often done in private areas like bathrooms and locker rooms where human and electronic monitoring is weakest.



## **Axis Communications networked** cameras

This powerful, flexible, IoT-driven camera provides exceptional image quality, panoramic views, remote zoom, and low-light performance. Combined with FlySense sensors, they can capture actionable, time-stamped footage around vape detection locations.

## The Soter Technologies FlySense detector

This IoT device detects vaping mist in the air and also flags raised voices in a room without actually recording them—all in real time. It can quickly alert administrators and hall monitors with customized alerts sent to their mobile devices if illicit vaping or bully confrontations are detected where video surveillance is not used, such as bathrooms, locker rooms or anywhere else conditions prohibit video.

Riding on CommScope's RUCKUS portfolio of Wi-Fi solutions, it's a school's best defense against vaping by students.



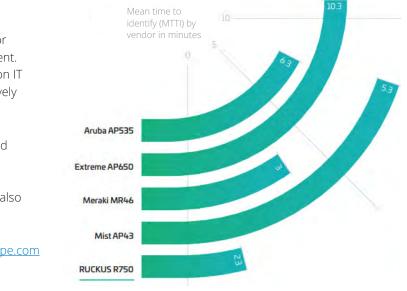
FlvSense App



Axis Communications



# RUCKUS ANALYTICS DELIVERS



FREE TRIAL AND AP TERMS AND CONDITIONS APPLY. www.commscope.com/ cloud-trial/





Application by traffic

## COMMSCOPE KEEPS **GOOD COMPANY**

CommScope RUCKUS is proud to be a contributing member of many associations serving the Education community. We are also working with leading technology and alliance partners that offer complete, proven solutions that complement the RUCKUS wired or wireless portfolio to help our customers meet critical business needs.





- Call CommScope RUCKUS for reliable school networks made simple



## EDUCAUSE

#### About RUCKUS Networks

RUCKUS Networks builds and delivers purpose-driven networks that perform in the demanding environments of the industries we serve. Together with our network of trusted go-to-market partners, we empower our customers to deliver exceptional experiences to the guests, students, residents, citizens and employees who count on them.

#### www.ruckusnetworks.com

Visit our website or contact your local RUCKUS representative for more information.

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## THE RUCKUS ADVANTAGE



## **QUICK REFERENCE GUIDE FOR CHANNEL PARTNERS**

## RUCKUS NETWORKS IS REDEFINING CONNECTIVITY AROUND THE GLOBE.

We innovate across wireless and wired technologies to meet industry-specific network requirements, even in the most demanding use cases. Our high-performance network infrastructure provides secure, reliable access to applications and services, no matter how tough the environment,

### **OUR OFFERING**



Indoor: Every Ruckus AP, from the humblest to the boldest, is packed with an impressive array of patented technologies and delivers a level of performance that our competitors cannot touch.



Outdoor: Our outdoor APs deliver the same amazing performance as our indoor APs but they can be deployed anywhere, in the toughest environments, rain or shine.

Specialty: We offer a full range of wall mounted APs for our hospitality customers to meet the most demanding in-room connectivity requirements without breaking the bank.



Access: Our ICX switches are packed with innovative technologies like long distance stacking and campus fabric that make them easy to deploy and manage while delivering impressive performance.

Aggregation/ Core: Our unique distributed chassis architecture delivers the capabilities of a chassis with the flexibility and cost-effectiveness of stackable switches



Cloud-Managed: With Cloud Wi-Fi, you get easy management with nothing to deploy. Your users get a consistently great Wi-Fi experience, wherever they are – fast, reliable and secure.



**On-Premises:** With SmartZone, you deploy a single network element—the network controller to control and manage both wired and wireless networks. You can scale up to 450K clients with a redundant cluster.

**Controller-less:** Ruckus Unleashed controller-less Wi-Fi for smaller deployment is extremely easy to deploy and use. It is feature and performance packed and without license costs.

#### **SECURITY & BYOD**



Cloudpath makes it easy to protect the network by securing users and their wired and wireless devices—while freeing those users and IT from the tyranny of passwords. Cloudpath gives you granular policy control over what network resources users can access. It lets you deliver a great end-user experience and virtually eliminates helpdesk tickets related to network access.



New uses for the **IoT** are being discovered by every enterprise in every industry. Ruckus reduces infrastructure spend by connecting Wi-Fi and non-Wi-Fi IoT endpoints with a single multi-standards wireless access network. The Ruckus IoT Suite simplifies the creation of IoT access networks through the reuse of LAN and WLAN infrastructure, thus shortening deployment time and reducing cost



#### WHAT SETS RUCKUS APART



APs: WI-Fi-unfriendly building architecture? High client density? No problem, Ruckus APs will give you superior connections and awesome user experiences. Third-party <u>benchmarks</u> show Ruckus APs actually excel in challenging environments.

Switches: All our switches are non blocking and we are first to market with a 100 GbE solution for the campus. We also have multigigabit switches that are ready for the next generations of wireless technologies.

#### SCALABILITY



Our SmartZone network controller can manage 10K APs, 150K client. While 3+1 active clustering increases capacity to 30K APs, 450K clients. Our competitors don't get even close to these numbers! This explains why Ruckus is #1 in Service Provider Wi-Fi and #1 in Hospitality (Dell'Oro 2017)

#### IT EXPERIENCE



Whether you choose Cloud Wi-Fi, SmartZone or Unleashed, you are guaranteed a great user experience. That's because these products are designed with the user in mind and don't require advanced network expertise. We even offer mobile apps so that you can manage your network on the go. With Ruckus you get enterprise level features with consumer level ease of use!

## EASE OF DEPLOYMENT APs: Whether you choose Cloud Wi-Fi, SmartZone or Unleashed, all your APs will call home and register themselves with the management platform so that you don't have to do it. Switches: With advanced stacking and campus fabric, you can manage your network as if it was one logical switch. Just a single point of management. With Zero Touch Provisioning,



APs: Because Ruckus APs are so good in tough environments, you don't need to deploy as many (up to 50% less in most cases ). That's fewer APs to buy and fewer APs to manage than our competitors.

you can just plug your switch and it will get the latest software and config file automatically



Switches: Every ICX switch is designed to be upgradeable, you can simply upgrade uplink ports speed and all switches are backed up by a limited life time warranty.

#### INNOVATION



End

Customers

100K 8,000+

Partners

With the help of our OpenG<sup>™</sup> LTE portfolio, you can deploy and manage a private LTE network as easily as you deploy Wi-Fi today. With that LTE network, you can finally address use cases that only a dedicated, secure, ultra-high-performance network can support.

## RUCKUS BY THE NUMBERS

150

Countries



200+

Hospitality s Wi-Fi Service Provider Wi-Fi

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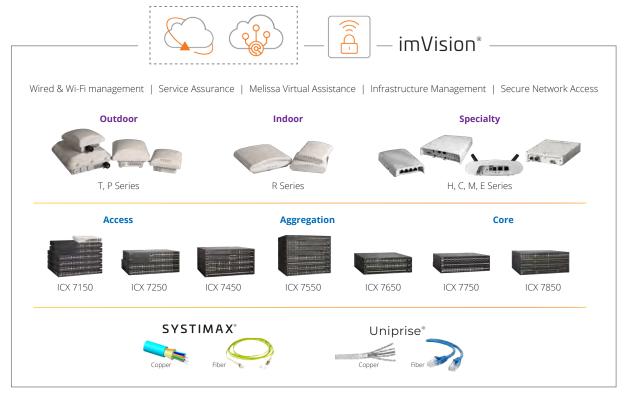


## CommScope, E-Rate, and You

The digital classroom is no longer a goal—it's an immediate priority. K-12 educators are under unprecedented pressure to deliver a more effective, digitally-based education that helps close the digital divide, improve student outcomes, and overcome the many challenges posed by the global pandemic's effects on everyday life. More than ever, having a simple, reliable, and adaptable network is becoming key in providing the educational experiences students need in today's technological world. Many schools and districts are embracing digital learning by issuing student devices like Chromebooks, building smart spaces for interactive learning and implementing campus safety initiatives using IoT devices like security cameras and vape detection. Unfortunately, weak, complex, and difficult to manage networks threaten this digital learning transition. Legacy LAN and Wi-Fi networks that were designed for more traditional connectivity are becoming to complex due to the data-rich applications, devices, increased number of users, and network security threats.

## Let's maximize your E-Rate project with an Al-driven, end-to-end, Cloud solution

While IT modernization is not a cure for all the district's problems, a simple, reliable school network will provide the foundation required for the digital transition. And with support from local and federal governments, funding programs like E-Rate, has opened opportunities for school districts to address their aging network infrastructure. Thankfully, K-12 districts no longer need to waste valuable funds or comprise



on an outdated network. The RUCKUS Cloud and product line solutions, delivers an AI-enabled network management-as-aservice platform that enables lean IT to deliver amazing user experiences while making it simple to manage any school district, large or small.

#### Simplicity

From zero-touch provisioning to monitoring to managing—so you can keep everything patched and updated, all at the time, across multiple locations without additional onsite IT specialists

#### Visibility

Gain insights on network performance, resource consumption, and valuable visibility for all users, devices applications and network infrastructure, across all your sites, virtually in realtime via a single pane of glass dashboard.

#### Security

Ensure that your controller and connected devices (such as Wi-Fi APs and switches) are automatically updated to the latest feature sets and the most current security patches.

#### Scalability

Scale up or down your network management solution to match your school district needs, without compromising user experiences or worrying about incurring extra costs.

Whether it's an E-Rate Category Two project to modernize your schools wired and wireless infrastructure or need help in finding the necessary funds to maximize your IT modernization project, CommScope can provide you with both E-Rate eligible solutions and funding mechanisms to support all your needs.

## Smart and Simple Digital Learning Solutions from CommScope

RUCKUS Cloud<sup>™</sup> works across every classroom, school, or district data center and combined with RUCKUS Analytics, your smart network can reveal and resolve issues before they impact student learning or school operations. Whether your school district is planning on upgrading network equipment to boost broadband connection capacity, or an E-Rate Category Two project to modernize your network data distribution and wireless infrastructure, CommScope has the right E-Rateeligible solutions to satisfy the needs of any school district, large or small. Its time to think about a new way for your school network. Its time for your network to do some thinking and do the work for you. It's time for CommScope Solutions.

### Superior Technology

- Top-performing wireless access points with patented advanced technology innovations BeamFlex+ and ChannelFly
- Comprehensive suite of multi-gig switches with PoE that provides up to 90W per port
- Latest high-performance Category 6A cabling and the newest OM5 wideband multimode fiber optics
- Controllers with embedded network intelligence available as physical or virtual appliance, cloud-managed, or built-in to APs



"Without question, the new network has given us the foundation for digital learning, wherever the future takes us."

**Jeff Bair** Technical Director, Huntington ISD NOVATO UNIFIED SCHOOL DISTRICT "A decade ago, no one would even consider using Wi-Fi for a highperformance infrastructure. Our new RUCKUS Wi-Fi network from CommScope has made us believers: RUCKUS wireless technology can handle anything."

#### Ryan Green

Network Supervisor, Novato Unified School District



"The ICX switches were technically superior to anything else we evaluated. So, we ended up with the best of both worlds with RUCKUS APs and switches."

#### **Nicholas Erickson**

Director of Technology Services for the Waynesboro Area School District



"We only have great things to say about CommScope. The reason we love them is simple: RUCKUS technology easily accommodates all of our applications. It works no matter what we throw at it."

#### Stephen Johnson

Network Engineer, Stafford County Public Schools

## **RUCKUS E-Rate Eligible Solution Components**



**RUCKUS Ethernet Switches** 



CommScope offers access points to fit just about any budget, performance requirement or deployment scenario. Whether challenged with high client density, Wi-Fi-unfriendly building materials or challenging outdoor environments, our access points provide secure, reliable access no matter how tough the environment. Every RUCKUS Access Point (AP) is packed with patented technologies like BeamFlex+ that go beyond the everyday to ensure superior connections and remarkable user experiences.

ICX® core/aggregations and Edge ethernet switches provide market-leading performance with up to 9.6 Tbps of aggregated stacking bandwidth. All ICX switches\* offer up to 12 switches per stack over long distances, up to 10km, with In-Service Software Upgrades (ISSU) allowing software upgrades with no downtime. This technology collapses multiple network layers into a single logical switch, flattening the network and eliminating deployment complexity while simplifying network management and reducing operating costs.

### **Structured Cabling**



CommScope's comprehensive copper and fiber structured cabling solution combines high-bandwidth data connectivity and power with a solution that is engineered for long-term performance that anticipates future network changes and convergence. CommScope's SYSTIMAX and Uniprise products provide the bandwidth and power needed to make technologies like 5G and Wi-Fi 6 possible. With advanced structured cabling ecosystem and intelligent management tools like ImVision to create future-ready infrastructure, CommScope can support your evolving school network with flexible and scalable solutions.

#### **Management and Assurance**



CommScope offers and expansive network management and control portfolio that can address all the requirements for today's connected school. From cloud-based control to on-premises control, CommScope's flexibility to provide controllers like RUCKUS SmartZone that deliver the scale and openness to support the most sophisticated deployment scenarios, and RUCKUS Unleashed providing and easy-to-manage built-in controller functionalities, there is no need to invest in separate appliances anymore. You can now manage your entire network from your native mobile application or your web browser. With RUCKUS Cloud, IT gets instant, network-wide visibility with an intuitive top-level dashboard. By applying ML/ AI algorithms with RUCKUS Analytics, the system automatically detects incidents and anomalies on the network by uniquely classifying issues into severity-defined priority groupings and recommending resolutions to the incident, enabling IT to act accordingly and efficiently on-site or off-site.

## Make Your E-Rate Project Simple and Reliable

CommScope has special E-Rate bundle offerings that are now available. These special offerings represent the most popular solutions adopted by K-12 customers. The following include E-Rate eligible RUCKUS Cloud bundles along with RUCKUS Analytics and SmartZone.

RUCKUS CLOUD BUNDLE			
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
CLD-BNDL-SZWA-EDU3	E-RATE SZ AP Mgmt License for SZ144/vSZ, includes Support for AP 3yr, includes RUCKUS Analytics Subscription 3 yr.	- 100%	
CLD-BNDL-SZWA-EDU5	E-RATE SZ AP Mgmt License for SZ144/vSZ, includes Support for AP 3yr, includes RUCKUS Analytics Subscription 5 yr.		Cat 2
CLD-BNDL-SZWA-EDU5	E-RATE SZ AP Mgmt License for SZ144/vSZ, includes AP 5yr Warranty, includes RUCKUS Analytics 5yr		(IC, MIBS)
CLD-BNDL-RCAW-EDU5	E-RATE RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 5yr. Includes Warranty Support.		

### SWITCH MANAGEMENT BUNDLE

SWITCHMANAGEMENT BONDEL			
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
LE9-71ZP-SGX3	SZ ICX Mgt Lic RMT Spp 71ZP 3yr ERATE		
LE9-71ZP-SGX5	SZ ICX Mgt Lic RMT Spp 71ZP 5yr ERATE		
LE9-7150-SGX3	SZ ICX Mgt Lic RMT Spp 7150 3yr ERATE		
LE9-7150-SGX5	SZ ICX Mgt Lic RMT Spp 7150 5yr ERATE		
LE9-7450-SGX3	SZ ICX Mgt Lic RMT Spp 7450 3yr ERATE		
LE9-7450-SGX5	SZ ICX Mgt Lic RMT Spp 7450 5yr ERATE		
LE9-7550-SGX3	SZ ICX Mgt Lic RMT Spp 7550 3yr ERATE		
LE9-7550-SGX5	SZ ICX Mgt Lic RMT Spp 7550 5yr ERATE	1000/	Cat 2
LE9-75ZF-SGX3	SZ ICX Mgt Lic RMT Spp 75ZF 3yr ERATE	100%	(IC, MIBS)
LE9-75ZF-SGX5	SZ ICX Mgt Lic RMT Spp 75ZF 5yr ERATE		
LE9-7650-SGX3	SZ ICX Mgt Lic RMT Spp 7650 3yr ERATE		
LE9-7650-SGX5	SZ ICX Mgt Lic RMT Spp 7650 5yr ERATE		
LE9-7750-SGX3	SZ ICX Mgt Lic RMT Spp 7750 3yr ERATE		
LE9-7750-SGX5	SZ ICX Mgt Lic RMT Spp 7750 5yr ERATE		
LE9-7850-SGX3	SZ ICX Mgt Lic RMT Spp 7850 3yr ERATE		
LE9-7850-SGX5	SZ ICX Mgt Lic RMT Spp 7850 5yr ERATE		

## CLOUD SUBSCRIPTIONS FOR EDUCATION

CLOUD SUBSCRIPTIONS FOR EDUCATION				
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category	
CLD-BNDL-S82C-EDU5	CLD Bundle includes Ruckus Cloud Subscription 5-yr for ICX 8200C Switch and 5-yr Switch Support EDU	100%		
CLD-BNDL-S82X-EDU5	CLD Bundle includes Ruckus Cloud Subscription 5-yr for ICX 8200 Switch and 5-yr Switch Support EDU			
CLD-BNDL-S82Z-EDU5	CLD Bundle includes Ruckus Cloud Subscription 5-yr for ICX 8200Z Switch and 5-yr Switch Support EDU			
CLD-BNDL-SZWA-EDU5	E-RATE SZ AP Mgmt License for SZ144/vSZ, includes 5yr Warranty for 1xAP, includes basic RUCKUS Analytics Subscription 5yr.			
CLD-BNDL-RCAW-EDU5	E-RATE RUCKUS Cloud with basic RUCKUS Analytics Subscriptions for 1xAP 5yr. Includes Warranty Support.		100%	Cat 2
CLD-RWED-3001	RUCKUS Cloud Wi-Fi SLED 3yr Subscription for 1xAP		(IC, MIBS)	
CLR-RWED-3001	RUCKUS Cloud Wi-Fi SLED 3yr Subscription for 1xAP RENEWAL			
CLD-RWED-5001	RUCKUS Cloud Wi-Fi SLED 5yr Subscription for 1xAP			
CLD-RWED-7001	RUCKUS Cloud Wi-Fi SLED 7yr Subscription for 1xAP			
CLD-S08E-5001	RUCKUS Cloud Wi-Fi SLED 5yr Subscription for 1xICX7150-C08P Switch			
CLD-S71E-5001	RUCKUS Cloud Wi-Fi SLED 5yr Subscription for 1xICX7150 Switch			
CLD-S75E-5001	RUCKUS Cloud Wi-Fi SLED 5yr Subscription for 1xICX7550 Switch			
CLD-S76E-5001	RUCKUS Cloud Wi-Fi SLED 5yr Subscription for 1xICX7650 Switch			
CLD-S78E-5001	RUCKUS Cloud Wi-Fi SLED 5yr Subscription for 1xICX7850 Switch			

### SUBSCRIPTION BUNDLES OF RUCKUS ANALYTICS AND RUCKUS CLOUD

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
CLD-BNDL-RCAW-REC1	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 1yr. Includes End Customer Support.	100%	
CLD-BNDL-RCAW-REC3	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 3yr. Includes End Customer Support.	33%	Cat 2 (IC, MIBS)
CLD-BNDL-RCAW-REC5	RUCKUS Cloud with RUCKUS Analytics Subscriptions for 1 x AP 5yr. Includes End Customer Support.	20%	

### SUBSCRIPTION BUNDLES OF RUCKUS ANALYTICS AND SMARTZONE

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
CLD-BNDL-SZWA-REC1	SZ AP Mgmt License for SZ144/vSZ, includes Support for AP 1yr, includes RUCKUS Analytics Subscription 1yr.	100%	
CLD-BNDL-SZWA-REC3	SZ AP Mgmt License for SZ144/vSZ, includes Support for AP 3yr, includes RUCKUS Analytics Subscription 3yr.	33%	
CLD-BNDL-SZWA-REC5	SZ AP Mgmt License for SZ144/vSZ, includes Support for AP 5yr, includes RUCKUS Analytics Subscription 5yr.	20%	
CLD-BNDL-SZWA-BDG1	SZ AP Mgmt License for SZ144/vSZ, includes Partner Bulldog Support for AP 1yr, includes RUCKUS Analytics Subscription 1yr.	100%	Cat 2
CLD-BNDL-SZWA-BDG3	SZ AP Mgmt License for SZ144/vSZ, includes Partner Bulldog Support for AP 3yr, includes RUCKUS Analytics Subscription 3yr.	33%	(IC, MIBS)
CLD-BNDL-SZWA-BDG5	SZ AP Mgmt License for SZ144/vSZ, includes Partner Bulldog Support for AP 5yr, includes RUCKUS Analytics Subscription 5yr.	20%	
CLD-BNDL-SZSA-EDU3	E-RATE SmartZone RA support bundle for SZ144/vSZ, includes 5yr Warranty for 1xAP, includes basic RUCKUS Analytics Subscription 5yr.	25%	
CLD-BNDL-SZSA-EDU5	E-RATE SmartZone RA support bundle for SZ144/vSZ, includes 5yr Warranty for 1xAP, includes basic RUCKUS Analytics Subscription 5yr	25%	

## Summary

New devices, applications and technology standards that are coming to the classroom all consume and require much more network bandwidth than most schools can deliver today. Get your network ready for whatever the future may hold. CommScope offers the industry's best-performing Wi-Fi 6 access points, the most versatile gigabit switches, first-in-class fiber and CAT6 cabling, along with a board portfolio of solutions for management and assurance whether on-premises or managed all through RUCKUS Cloud, the bundle offerings by CommScope are just a sample of the Grade A products that are available for E-Rate and other federal funding. For a complete list of all the E-Rate eligible products, see the links to the Education Product Ordering Guides below.

Deliver great student experiences with solutions that pack more capability into every network element and deliver more value for every E-Rate dollar you spend. Leverage your network technology in a new, inventive, and meaningful way with CommScope.

## Additional Resources



Education Product Ordering Guides:

<u>Systimax</u>Uniprise

<u>E-Rate FAQ</u>



E-Rate Budget Calculator

#### www.ruckusnetworks.com

Visit our website or contact your local RUCKUS representative for more information.

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## Education Network Solutions Product Guide for E-Rate

Reliable school networks made simple

COMMSCOPE® RUCKUS® | SYSTIMAX®

### Why choose CommScope for your school project?

As your school continues its digital transformation to 1:1 mobile learning, CommScope helps you address the top three challenges of school IT: network scaling, securing student data privacy, and network reliability for digital instruction.

### The digital classroom of tomorrow promises an outstanding education. Is your network ready?

The classroom of tomorrow promises an outstanding education. Blended learning, digital curriculum and other modern learning models can better engage students and help educators be more effective.

With this digital transformation, lesson plans now depend on consistent, reliable connectivity to the school's network. Instead of leaving tools locked in the classroom, students walk in the door with their laptops, tablets or other devices every morning, and take them home with them each night.

As such, there are three major concerns that school IT administrators are currently facing.

### NETWORK AND BROADBAND SCALING

### THE TOP PRIORITY FOR IT IS BROADBAND AND NETWORK CAPACITY.

More devices are coming onto the network, stretching the limits of aging infrastructure. SETDA recommends 10Gbps per 1000 students by 2020-21. Plan for growth, not rip-andreplace.

## SECURITY AND STUDENT DATA PRIVACY

FACING THE TASK OF PROTECTING STUDENT DATA FROM MISUSE OR BREACH.

Buying or receiving 1:1 computers for digital learning will require schools to securely on-board devices for student data privacy.

### TRANSITION TO DIGITAL LEARNING

### THE TRANSITION FROM TEXT-BASED CURRICULA TO BLENDED LEARNING.

Reliable connectivity is critical for classroom and distance learning. Cloud managed networks combined with network analytics can reduce digital downtime.

### **Education Solutions for E-Rate**

Expectations for your communications network have never been higher, as both students and teachers engage in new ways. To keep up with this demand, the communication infrastructure must be up to the task. That's where CommScope solutions can help your communications network do more—and do it better.

CommScope's communications infrastructure solutions are built to make your communications network simpler to deploy and manage, improve its reliability, and give it the adaptability to evolve as students and teachers' requirements change.

Our Education Network solutions portfolio for E-Rate covers every connection and cable, from copper and fiber structured cabling to the latest Wi-Fi 6 access points, high capacity switching and the best in control management using cloud or on-prem. CommScope is the only vendor who can fully support your entire communications network for your school, home, and community.

CommScope's portfolio of products will provide you with the most reliable networks made simple.



### **FUTURE PROOF**

Our ICX access switch uplinks can be upgraded without replacing the switch. We also support stacking up to 12 switches, while Campus Fabric supports up to 36 switches with a single point of management. Our flexible switch deployment options include standalone, stacking and Campus Fabric (with the same switches). With RUCKUS Cloud, you can easily add in RUCKUS Wi-Fi AP's and switches, or Internet of Things (IoT) infrastructure. For the latter two, simply plug into pre-existing RUCKUS Wi-Fi AP's – without having to rip and replace!



### WIRED AND WIRELESS NETWORK MANAGEMENT

With RUCKUS SmartZone Network Controllers, it is possible to manage both your wired and wireless network using a single network element. SmartZone network controllers simplify network set-up and management, enhance security, minimize troubleshooting and ease upgrades, and ensure provisioning consistency across networks built on RUCKUS access points and switches.



### **HIGH PERFORMANCE NETWORK CABLING**

The Foundation for a high performance network is the structured cabling infrastructure. This is required to support your networks bandwidth, capacity and power requirements. CommScope Cat  $6_A$  copper cabling ensures your structured cabling infrastructure is ready and able to support 10Gig speeds and High Powered PoE. CommScope's fiber solutions also provide the scalable bandwidth you need for your network backbone and for high performance applications in education, VR and Wi-Fi 6 AP's.

### **Education Solutions for E-Rate**



Indoor and outdoor Wi-Fi (access points with Wi-Fi 6 that enables high device density, high-quality video, IoT sensors and cloud-managed control)

Mobile Hotspot (mobile-wireless access point is designed to leverage LTE networks as a backhaul and provide outdoor coverage)



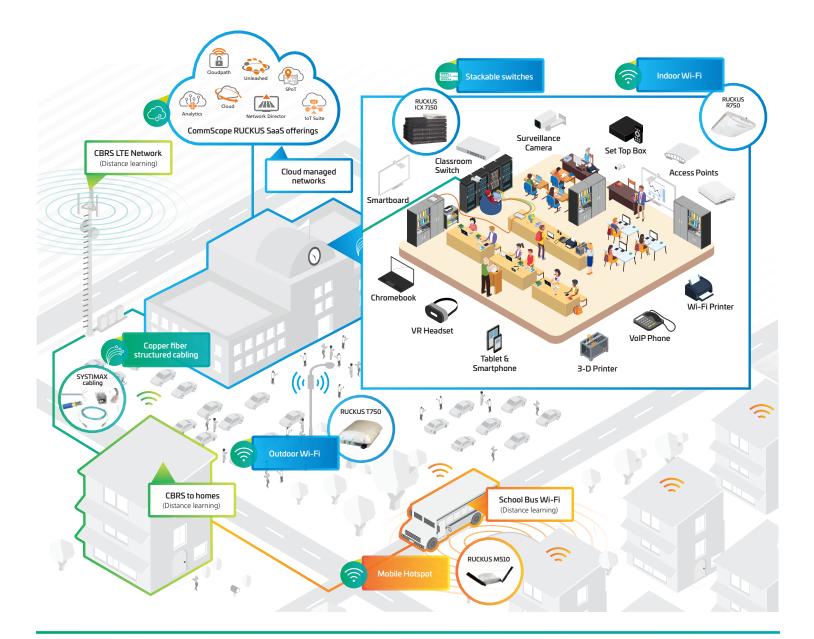
Cat 6A and Powered Fiber (indoor and outdoor cabling to connect security cameras, sensors and small cells)



Multigigabit stackable switches with PoE (delivers high-end routing and security capabilities suitable for any school or district network)



SaaS offerings (Cloudpath ES, RUCKUS Cloud Network Monitoring, IoT Networking, RUCKUS SPoT, RUCKUS Analytics)



### Access Points for E-Rate



### INDOOR ACCESS POINTS

Product Name	SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
R850	9U1-R850-XX00	RUCKUS Unleashed R850 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 8x8:8 streams (5GHz) 4x4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
R750	901-R750-XX00	RUCKUS R750 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi- Gigabit Ethernet backhaul and onboard BLE/Zlgbee, 4x4:4 streams (5GHz) 4x4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex+, dual ports, 802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
R730	901-R730-XX00	RUCKUS R730 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi- Gigabit Ethernet backhaul, 8x8:8 streams (5GHz) 4x4:4 streams (2.4GHz), OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
R710	9U1-R710-xx00	RUCKUS R710 Unleashed, dual-band 802.11abgn/ac Wireless Access Point, 4x4:4 streams, MU-MIMO, BeamFlex+, dual ports, 802.3af/at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
	901-R710-XX00	RUCKUS R710 dual-band 802.11abgn/ac Wireless Access Point, 4x4:4 streams, MU-MIMO, BeamFlex+, dual ports, 802.3af/at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
R650	901-R650-xx00	RUCKUS R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.	100%	Cat 2 (IC, MIBS)
	9U1-R650-XX00	RUCKUS Unleashed R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
R550	9U1-R550-XX00	RUCKUS R550 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul and onboard BLE/Zlgbee, 2x2:2 streams (2.4GHz/5GHz) OFDMA, MU-MIMO, BeamFlex+, dual ports, 802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
	9U1-R550-XX00	RUCKUS Unleashed R550 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet backhaul and onboard BLE/Zlgbee, 2x2:2 streams (2.4GHz/5GHz) OFDMA, MU-MIMO, BeamFlex+, dual ports, 802.3at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.		
R320	901-R320-XX02	Entry level RUCKUS R320, dual band 802.11ac Indoor Access Point, BeamFlex, 2x2:2, 1-Port, PoE, Does not include power adapter or PoE Injector. Limited Lifetime Warranty.		
	9U1-R320-XX02	RUCKUS R320 Unleashed, dual band 802.11ac Wave 2 Indoor Access Point, BeamFlex, 2x2:2, 1-Port, PoE. Does not include power adapter or PoE Injector. Limited Lifetime Warranty.		

### Access Points for E-Rate

## COMMSCOPE® RUCKUS®



OUTDO	OR ACCESS POINTS			
Product Name	SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
T750	901-T750-XX01	RUCKUS T750 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature.	100%	
	901-T750-XX51	RUCKUS T750SE 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, 120-Degree Sector antenna included and option to attach external antennae, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature.		Cat 2
	9U1-T750-XX01	RUCKUS Unleashed T750 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature.		(IC, MIBS)
	9U1-T750-XX51	RUCKUS Unleashed T750SE 802.11ax Outdoor Wireless Access Point, 4x4:4 Stream, 120-Degree Sector antenna included and option to attach external antennae, 2.4GHz and 5GHz concurrent dual band, (1x) 2.5G Ethernet port, (1x) 10/100/1000 Ethernet port, 100-240 Vac, POE in and PSE out, Fiber SFP/SFP+, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature.		
T710	901-T710-xx01	RUCKUS T710 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, 90-264 Vac, POE in and POE out, Fiber SFP, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. For box contents, see Shipping Container Contents.	100%	
	901-T710-xx51	RUCKUS T710s 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, 120 degree sector Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, 90-264 Vac, POE in and POE out, Fiber SFP, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. For box contents, see Shipping Container Contents.		6.4.2
	9U1-T710-xx01	RUCKUS T710 Unleashed, 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, 90-264 Vac, POE in and POE out, Fiber SFP, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. For box contents, see Shipping Container Contents.		Cat 2 (IC, MIBS)
	9U1-T710-xx51	RUCKUS T710s Unleashed, 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, 120 degree sector Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, 90-264 Vac, POE in and POE out, Fiber SFP, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. For box contents, see Shipping Container Contents.		

### Access Points for E-Rate



OUTDOOR ACCESS POINTS						
Product Name	SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category		
T610	901-T610-XX01	RUCKUS T610 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. Mounting kit sold as separate accessory (902-0125-0000). For box contents, see Shipping Container Contents.				
	901-T610-XX51	RUCKUS T610s 802.11ac Outdoor Wireless Access Point, 4x4:4 Stream, 120 degree sector Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. Mounting kit sold as separate accessory (902-0125-0000). For box contents, see Shipping Container Contents.		Cat 2		
	9U1-T610-xx01	Unleashed T610 802.11ac Wave 2 Outdoor Wireless Access Point, 4x4:4 Stream, MU-MIMO, Omnidirectional Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. Mounting kit sold as separate accessory (902-0125-0000). For box contents, see Shipping Container Contents.		(IC, MIBS)		
	9U1-T610-xx51	Unleashed T610s 802.11ac Wave 2 Outdoor Wireless Access Point, 4x4:4 Stream, MU-MIMO, 120 degree sector Beamflex+ coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, POE in, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes standard 1-year warranty. Mounting kit sold as separate accessory (902-0125-0000). For box contents, see Shipping Container Contents.				

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## COMMSCOPE<sup>®</sup> **RUCKUS**<sup>®</sup>

T310

OUTDOOR ACCESS POINTS							
Product Name	SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category			
T310	901-T310-XX40	Entry-level T310d, omni, outdoor Access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, DC input and USB port. Includes mounting bracket and one year warranty. Does not include PoE injector.	100%				
	901-T310-XX20	RUCKUS T310c, omni, outdoor Access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input. Includes mounting bracket and one year warranty. Does not include PoE injector.					
	901-T310-XX51	RUCKUS T310s, 120x30 deg, Outdoor 802.11ac Wave 2 2x2:2, 120 degree sector, dual band concurrent Access point. One ethernet port, PoE input, DC input and USB port. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector.					
	901-T310-XX61	T310n, 30x30 deg, Outdoor 802.11ac 2x2:2 Wave 2, narrow beam, dual band concurrent access point. One Ethernet port, PoE input, DC Input and USB port. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector		Cat 2			
	9U1-T310-XX20	Unleashed T310c, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input and -200 C. Includes mounting bracket and one year warranty. Does not include PoE injector.		(IC, MIBS)			
	9U1-T310-XX40	Unleashed T310d, omni, outdoor access point, 802.11ac Wave 2 2x2:2 internal BeamFlex+, dual band concurrent. One ethernet port, PoE input, -400 C, DC input and USB port. Includes mounting bracket and one year warranty. Does not include PoE injector.					
	9U1-T310-XX51	Unleashed T310s, 120x30 deg, Outdoor 802.11ac Wave 2 2x2:2, 120 degree sector, dual band concurrent access point. One ethernet port, PoE input, -400 C, DC input and USB port. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector.					
	9U1-T310-XX61	Unleashed T310n, 30x30 deg, Outdoor 802.11ac 2x2:2 Wave 2, narrow beam, dual band concurrent access point. One Ethernet port, PoE input, -400 C, DC Input and USB port. Includes adjustable mounting bracket and one year warranty. Does not include PoE injector					

Access Points for E-Rate



ICX 7150 – Compact

#### ICX 7150 - COMPACT (ACCESS/EDGE SWITCH) E-Rate E-Rate SKU/Part Number Description Eligibility % Category ICX7150-C10ZP-2X10GR ICX 7150 Compact Switch, 2x 100/1000/2.5/5/10G PoH ports, 2x 100/1000/2.5G PoH ports, 6x 100/1000/2.5G PoE+ ports, 2x 10G SFP uplink-ports, 240W PoE budget, L3 features (OSPF, VRRP, PIM, PBR) ICX7150-C10ZP-2X10GR-ICX 7150 Compact Switch, 2x 100/1000/2.5/5/10G PoH ports, 2x 100/1000/2.5G PoH RMT3 ports, 6x 100/1000/2.5G PoE+ ports, 2x 10G SFP uplink-ports, 240W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), 3 year remote support. ICX 7150 Compact Switch, 2x 100/1000/2.5/5/10G PoH ports, 2x 100/1000/2.5G PoH ICX7150-C10ZP-2X10GR-A Cat 2 100% ports, 6x 100/1000/2.5G PoE+ ports, 2x 10G SFP uplink-ports, 240W PoE budget, L3 (IC, MIBS) features (OSPF, VRRP, PIM, PBR), TAA ICX 7150 Compact Switch, 8x 10/100/1000 PoE+ ports, 2x 1G SFP uplink-ports, 62W PoE ICX7150-C08P-2X1G-RMT3 budget, L2 (switch image only), 3 year remote support. ICX7150-C08PT-2X1G-RMT3 ICX 7150 Compact Switch Extended Temp, 8x 10/100/1000 PoE+ ports, 2x 1G SFP uplinkports, 62W PoE budget, L2 (switch image only), 3 year remote support. 13 month hardware warranty.



ICX 7150

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
ICX7150-24-4X1G	ICX 7150 Switch, 24x 10/100/1000 ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink-ports upgradable to up to 4x 10G SFP+ with license, basic L3 (static routing and RIP)	_	Cat 2 (IC, MIBS)
ICX7150-24-2X10G	ICX 7150 Switch, 24x 10/100/1000 ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license, basic L3 (static routing and RIP)		
ICX7150-24-4X10GR-RMT3	ICX 7150 Switch, 24x 10/100/1000 ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink- ports, L3 features (OSPF, VRRP, PIM, PBR), 3 year remote support.		
ICX7150-24-4X10GR-A	ICX 7150 Switch, 24x 10/100/1000 ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink- ports, L3 features (OSPF, VRRP, PIM, PBR), TAA		
ICX7150-24P-4X1G	ICX 7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP)		
ICX7150-24P-2X10G	ICX 7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license 370W PoE budget, basic L3 (static routing and RIP)		
ICX7150-24P-4X10GR-RMT3	ICX 7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink-ports, 370W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), 3 year remote support.		

### ICX 7150 (ACCESS/EDGE SWITCH)

ICX Switches for E-Rate

### ICX Switches for E-Rate

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
ICX7150-24P-4X10GR-A	ICX 7150 Switch, 24x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink-ports, 370W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), TAA		
ICX7150-48-2X10G	ICX 7150 Switch, 48x 10/100/1000 ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license, basic L3 (static routing and RIP)		
ICX7150-48-4X10GR-RMT3	ICX 7150 Switch, 48x 10/100/1000 ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink- ports, L3 features (OSPF, VRRP, PIM, PBR), 3 year remote support.		
ICX7150-48-4X10GR-A	ICX 7150 Switch, 48x 10/100/1000 ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink- ports, L3 features (OSPF, VRRP, PIM, PBR), TAA		Cat 2 (IC, MIBS)
ICX7150-48P-4X1G	ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP)		
ICX7150-48P-2X10G	ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP)		
ICX7150-48P-4X10GR-RMT3	ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink-ports, 370W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), 3 year remote support.		
ICX7150-48P-4X10GR-A	ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink-ports, 370W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), TAA	100%	
ICX7150-48PF-4X1G	ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 1G SFP uplink ports upgradable to up to 4x 10G SFP+ with license, 740W PoE budget, basic L3 (static routing and RIP)	100 %	
ICX7150-48PF-2X10G	ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license, 740W PoE budget, basic L3 (static routing and RIP)		
ICX7150-48PF-4X10GR-RMT3	ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 4x 10G SFP+ uplink-ports, 740W PoE budget, L3 features (OSPF, VRRP, PIM, PBR), 3 year remote support.		
BR-ICX-7150-210U410R-P-01	CoE certificate license to upgrade any ICX 7150 24-port or 48-port model from 2x 1G SFP & 2x 10G SFP+ to 4x 10G SFP+ uplink ports. Also includes L3 features (OSPF, VRRP, PIM, PBR)	-	
BR-ICX-7150-41U210-P-01	CoE certificate license to upgrade any ICX 7150 24-port or 48-port model from 4x 1G SFP to 2x 1G SFP & 2x 10G SFP+ uplink ports.		
BR-ICX-7150-41U410R-P-01	CoE certificate license to upgrade any ICX 7150 24-port or 48-port model from 4x 1G SFP to 4x 10G SFP+ uplink ports. Also includes L3 features (OSPF, VRRP, PIM, PBR)		
BR-ICX-7150C-21U210R-P-01	CoE certificate license to upgrade the ICX 7150-C12P compact switch from 2x 1G SFP to 2x 10G SFP+ uplink ports. Also includes L3 features (OSPF, VRRP, PIM, PBR)		
BR-ICX-7150Z210U810R-P-01	CoE certificate license to upgrade the ICX 7150-48ZP, Z-Series switch from 2x 10G SFP+ to 8x 10G SFP+ uplink ports. Also includes L3 features (OSPF, VRRP, PIM, PBR)		

### ICX Switches for E-Rate

ICX 7150 Z-series

ICX 7150 Z-SERIES (ACCESS/EDGE SWITCH)					
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category		
ICX7150-48ZP-E2X10G	ICX 7150-48ZP Switch Z-Series, 16x 100/1000/2.5G PoH ports, 32x 10/100/1000 PoE+ ports, 2x 10G SFP+ and 6x 1G SFP uplink-ports upgradable to 8x 10G SFP+ with license. Basic L3 (static routing and RIP). 1 RPS20-E Power Supply, 1 Fan tray.	100%	Cat 2 (IC, MIBS)		
ICX7150-48ZP-E8X10GR-RMT3	ICX 7150-48ZP Switch Z-Series, 16x 100/1000/2.5G PoH ports, 32x 10/100/1000 PoE+ ports, 8x 10G SFP+, L3 features (OSPF, VRRP, PIM, PBR). 1 RPS20-E Power Supply, 1 Fan tray. 3 years remote support				
ICX7150-48ZP-E8X10GR2-A	ICX 7150-48ZP Switch Z-Series, 16x 100/1000/2.5G PoH ports, 32x 10/100/1000 PoE+ ports, 8x 10G SFP+, L3 features (OSPF, VRRP, PIM, PBR). 2 RPS20-E Power Supplies, 2 Fan trays. TAA				

### ICX 7250 (ACCESS/EDGE SWITCH)

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SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
ICX7250-24 ICX7250-24-2X10G	24-port 1 GbE switch bundle with 2x1GbE/10GbE + 6x1GbE SFP+ (upgradeable to 10GbE) uplink/stacking ports upgrade		Cat 2 (IC, MIBS)
ICX7250-24G	24-port 1 GbE switch with 4x1GbE SFP uplink ports		
ICX7250-24P	24-port 1 GbE switch PoE+ 370W with 8x1GbE SFP+ (upgradeable to 10GbE) uplink ports		
ICX7250-24P-2X10G	24-port 1 GbE switch PoE+ 370W bundle with 2x1GbE/10GbE + 6x1GbE SFP+ (upgradeable to 10GbE) uplink/stacking ports upgrade	-	
ICX7250-48	48-port 1 GbE switch with 8x1GbE SFP+ (upgradeable to 10GbE) uplink ports	100%	
ICX7250-48-2X10G	48-port 1 GbE switch bundle with 2x1GbE/10GbE + 6x1GbE SFP+ (upgradeable to 10GbE) uplink/stacking ports upgrade		
ICX7250-48P	48-port 1 GbE switch PoE+ 740W with 8x1GbE SFP+ (upgradeable to 10GbE) uplink ports		
ICX7250-48P-2X10G	48-port 1 GbE switch PoE+ 740W bundle with 2x1GbE/10GbE + 6x1GbE SFP+ (upgradeable to 10GbE) uplink/stacking ports upgrade		
ICX7250-PREM-LI	ICX7250 Layer 3 Premium Software License		
ICX7250-2X10G-LIC-POD	ICX7250 upgrade from 8x1GE uplink ports to 2x1/10GE + 6x1GE uplink/stacking ports. Only one 2X10G license upgrade can be applied to an ICX7250.	-	
ICX7250-8X10G-LIC-POD	ICX7250 upgrade from 2X1/10GE + 6X1GE uplink/stacking ports to 8X1/10GE uplink/ stacking ports. This can only be applied to an ICX7250 that already has a 2X10G license applied.		



ICX 7250

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ICX 7450

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
ICX7450-24	24-port 1 GbE switch, 3 modular slots for optional uplinks/stacking. Power supply, fan & modules need to be ordered separately.		
ICX7450-24-40G-E	24-port 1 GbE switch bundle includes 3x40G QSFP+ uplinks/stacking, 1x250W AC power supply and one fan, front to back airflow		
ICX7450-24-E	24-port 1 GbE switch bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/stacking, 1x250W AC power supply and one fan, front to back airflow		
ICX7450-24P	24-port 1 GbE switch PoE+, 3 modular slots for optional uplinks/stacking. Power supply, fan & modules need to be ordered separately		
ICX7450-24P-40G-E	24-port 1 GbE switch PoE+ bundle includes 3x40G QSFP+ uplinks/stacking, 1x1000W AC power supply and one fan, front to back airflow		Cat 2 (IC, MIBS)
ICX7450-24P-E2	24-port 1 GbE switch PoE+ bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/ stacking, 2x1000W AC power supply and two fans, front to back airflow		
ICX7450-24P-E-RMT3	24-port 1 GbE switch PoE+ bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/ stacking, 1x1000W AC power supply and one fan, front to back airflow, 3 years 24x7 remote support	-	
ICX7450-48	48-port 1 GbE switch, 3 modular slots for optional uplinks/stacking. Power supply, fan & modules need to be ordered separately		
ICX7450-48-E	48-port 1 GbE switch bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/stacking, 1x250W AC power supply and one fan, front to back airflow		
ICX7450-48F	48-port 1 GbE SFP fiber switch, 3 modular slots for optional uplinks/stacking. Power supply, fan & modules need to be ordered separately	100%	
ICX7450-48F-E2	48-port 1 GbE SFP fiber switch bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/ stacking, 2x250W AC power supply and two fans, front to back airflow		
ICX7450-48F-E-RMT3	48-port 1 GbE SFP fiber switch bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/ stacking, 1x250W AC power supply and one fan, front to back airflow, 3 years 24x7 remote support		
ICX7450-48P	48-port 1 GbE switch PoE+, 3 modular slots for optional uplinks/stacking. Power supply, fan & modules need to be ordered separately	_	
ICX7450-48P-E2	48-port 1 GbE switch PoE+ bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/ stacking, 2x1000W AC power supply and two fans, front to back airflow		
ICX7450-48P-E-RMT3	48-port 1 GbE switch PoE+ bundle includes 4x10G SFP+ uplinks, 2x40G QSFP+ uplinks/ stacking, 1x1000W AC power supply and one fan, front to back airflow, 3 years 24x7 remote support		
ICX7450-48P-STK-E-RMT3	48-port 1 GbE switch PoE+ bundle includes 2x40G QSFP+ uplinks/stacking, 1x1000W AC power supply and one fan, front to back airflow, 3 years 24x7 remote support (stack member)		
ICX-MACSEC-LIC	ICX MACSEC LICENSE		
ICX7450-Prem-Lic	ICX 7450 LAYER 3 PREMIUM SOFTWARE LICENSE		

ICX Switches for E-Rate



ICX 7550

#### E-Rate E-Rate SKU/Part Number Description Eligibility % Category ICX7550-24 ICX 7550 24-port 10/100/1000 Mbps with 2-ports 40 Gbps Uplink/Stack QSFP+, module slot, no fans, no power supplies installed. Transceivers sold separately ICX7550-24-E2 ICX 7550 24-port 10/100/1000 Mbps with 2-ports 40 Gbps Uplink/Stack QSFP+, module slot, three fans, two AC power supplies with exhaust airflow installed. Transceivers sold separately ICX 7550 48-port 10/100/1000 Mbps with 2-ports 40 Gbps Uplink/Stack QSFP+, module ICX7550-48 slot, no fans, no power supplies installed. Transceivers sold separately ICX7550-48-E2 ICX 7550 48-port 10/100/1000 Mbps with 2-ports 40 Gbps Uplink/Stack QSFP+, module slot, three fans, two AC power supplies with exhaust airflow installed. Transceivers sold separately ICX 7550 24-port 10/100/1000 Mbps 802.3at POE+ with 2-ports 40 Gbps Uplink/Stack ICX7550-24P QSFP+, module slot, no fans, no power supplies installed. Transceivers sold separately ICX 7550 24-port 10/100/1000 Mbps 802.3at POE+ with 2-ports 40 Gbps Uplink/Stack ICX7550-24P-E2-R3 QSFP+, module slot, three fans, two AC power supplies with exhaust airflow installed. 3-years TAC support. Transceivers sold separately ICX 7550 48-port 10/100/1000 Mbps 802.3at POE+ with 2-ports 40 Gbps Uplink/Stack ICX7550-48P QSFP+, module slot, no fans, no power supplies installed. Transceivers sold separately ICX7550-48P-E2-R3 ICX 7550 48-port 10/100/1000 Mbps 802.3at POE+ with 2-ports 40 Gbps Uplink/Stack QSFP+, module slot, three fans, two AC power supplies with exhaust airflow installed. 3-years TAC support. Transceivers sold separately ICX 7550 12-port 10/100/1000/2500 Mbps 802.3bt POE, 12-port ICX7550-24ZP Cat 2 100% 100/1000/2500/50000/10000 Mbps 802.3bt POE with 2-ports 40/100 Gbps Uplink/Stack (IC, MIBS) QSFP28, module slot, no fans, no power supplies installed. Transceivers sold separately ICX7550-24ZP-E2 ICX 7550 12-port 10/100/1000/2500 Mbps 802.3bt POE, 12-port 100/1000/2500/50000/10000 Mbps 802.3bt POE with 2-ports 40/100 Gbps Uplink/Stack QSFP28, module slot, three fans, two AC power supplies with exhaust airflow installed. Transceivers sold separately ICX7550-24ZP-E2-R3 ICX 7550 12-port 10/100/1000/2500 Mbps 802.3bt POE, 12-port 100/1000/2500/50000/10000 Mbps 802.3bt POE with 2-ports 40/100 Gbps Uplink/Stack QSFP28, module slot, three fans, two AC power supplies with exhaust airflow installed. 3-years TAC support. Transceivers sold separately ICX7550-48ZP-E2-R3 ICX 7550 36-port 10/100/1000/2500 Mbps 802.3bt POE, 12-port 100/1000/2500/50000/10000 Mbps 802.3bt POE with 2-ports 40/100 Gbps Uplink/Stack QSFP28, module slot, three fans, two AC power supplies with exhaust airflow installed. 3-years TAC support. Transceivers sold separately ICX 7550 24-port 1/10 Gbps with 2-ports 40/100 Gbps Uplink/Stack QSFP28, module slot, ICX7550-24F no fans, no power supplies installed. Transceivers sold separately ICX 7550 24-port 1/10 Gbps with 2-ports 40/100 Gbps Uplink/Stack QSFP28, module slot, ICX7550-24F-E2-R3 two AC power supplies, three fans exhaust airflow with exhaust airflow installed, 3-years TAC support. Transceivers sold separately ICX 7550 36-port 100/1000 Mbps SFP, 12-port 1/10 Gbps SFP+ with 2-ports 40/100 Gbps ICX7550-48F Uplink/Stack QSFP28, module slot, no fans, no power supplies installed. Transceivers sold

### ICX 7550 (AGGREGATION/CORE SWITCH)

ICX Switches for E-Rate

separately

### ICX Switches for E-Rate

### ICX 7550 (AGGREGATION/CORE SWITCH)

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
ICX7550-48F-E2-R3	ICX 7550 36-port 100/1000 Mbps SFP, 12-port 1/10 Gbps SFP+ with 2-ports 40/100 Gbps Uplink/Stack QSFP28, two AC power supplies, three fans exhaust airflow with exhaust airflow installed, 3-years TAC support. Transceivers sold separately	100%	Cat 2 (IC, MIBS)
ICX-MACSEC-LIC	ICX MACSEC LICENSE		
ICX7550-PREM-LIC	ICX 7550 LAYER 3 PREMIUM LICENSE		

ICX 7650

ICX 7650 (AGGREGATION/CORE SWITCH)				
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category	
ICX7650-48ZP-E2	48-port; 24-port 100MbE/1GbE/2.5GbE/5GbE/10GbE POH, 24-port 10MbE/100MbE/1GbE PoE+, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot bundle includes 2 1000W AC power supplies and 2 fans, front to back airflow, transceivers sold separately			
ICX7650-48P-E2	48-port 10MbE/100MbE/1GbE PoE+, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot bundle includes two 1000W AC power supplies and two fans, front to back airflow, transceivers sold separately			
ICX7650-48F-E2	48-port; 24-port 1GbE/10GbE SFP+, 24-port100MbE/1 GbE SFP, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot, bundle includes two 250W AC power supplies and two fans, front to back airflow, transceivers sold separately			
ICX7650-48ZP-E-RMT3	48-port; 24-port 100MbE/1GbE/2.5GbE/5GbE/10GbE POH, 24-port 10MbE/100MbE/1GbE PoE+, 4xQSFP (2x100GbE or 4x40Gb), modular slot, bundle includes 1 1000W AC PS and 1 fan, front to back airflow, transceivers sold separately, 3 yrs 24x7 remote support			
ICX7650-48P-E-RMT3	48-port 10MbE/100MbE/1GbE PoE+, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot, bundle includes 1 1000W AC PS and 1 fan, front to back airflow, transceivers sold separately, 3 years 24x7 remote support		Cat 2	
ICX7650-48F-E-RMT3	48-port; 24-port 1GbE/10GbE SFP+, 24-port 100MbE/1GbE SFP, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot, bundle includes 1 250W AC PS and 1 fan, front to back airflow, transceivers sold separately, 3 years 24x7 remote support		(IC, MIBS)	
ICX7650-48ZP	48-port; 24-port 100MbE/1GbE/2.5GbE/5GbE/10GbE POH, 24-port 10MbE/100MbE/1GbE PoE+, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot, bundle includes one 1000W AC PS and one fan, front to back airflow, transceivers sold separately			
ICX7650-48P	48-port 10MbE/100MbE/1GbE PoE+, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot bundle includes one 1000W AC PS and one fan, front to back airflow, transceivers sold separately			
ICX7650-48F	48-port; 24-port 1GbE/10GbE SFP+, 24-port 100MbE/1GbE SFP, 4xQSFP (either 2x100GbE or 4x40GbE), modular slot fiber switch bundle includes one 250W AC PS and one fan, front to back airflow, transceivers sold separately			
ICX-MACSEC-LIC	ICX MACSEC LICENSE			
ICX7650-PREM-LIC	ICX 7650 LAYER 3 PREMIUM SOFTWARE LICENSE			

### COMMSCOPE® RUCKUS®

### ICX Switches for E-Rate



ICX 7750

### ICX 7750 (AGGREGATION/CORE SWITCH)

SKU/Part Number	E-Rate Eligibility %	E-Rate Category	
ICX7750-26Q	RUCKUS ICX 7750 with 26 40GbE QSFP+ ports, and one modular slot. BASE layer 3 software feature set. Requires ICX7750-L3-COE to use advanced L3 features. Power supplies, fans, optional interface modules and optics ordered separately, not included.		
ICX7750-48C	RUCKUS ICX 7750 with 48 1/10GbE RJ-45 ports, 6 10/40GbE QSFP+ ports, one modular slot. BASE layer 3 software feature set. Requires ICX7750-L3-COE to use advanced L3 features. Power supplies, fans, optional interface modules optics ordered separately.	100%	Cat 2 (IC, MIBS)
ICX7750-48F-RMT3			
ICX7750-L3-COE	ICX7750 PREMIUM LAYER3 FEATURES CERTIFICATE OF ENTITLEMENT	_	



ICX 7850 (AGGREGATION/CORE SWITCH)						
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category			
ICX7850-32Q-E2	ICX 7850 32-port QSFP28 supports native 40GE or 100GE, or breakout 4x10GE or 4x25GE, bundle includes two AC PS and six fans, PS side exhaust airflow, transceivers sold separately.					
ICX7850-48F-E2	ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE, bundle includes two AC PS and five fans, PS side exhaust airflow, transceivers sold separately.					
ICX7850-48FS-E2-RMT3	ICX 7850 48-port SFP+ 1/10GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE, bundle includes two AC PS and five fans, PS side exhaust airflow, transceivers sold separately, with 3-year remote support.	-				
ICX7850-32Q	ICX 7850 32-port QSFP28 supports native 40GE or 100GE, or breakout 4x10GE or 4x25GE, bundle includes two AC PS and six fans, PS side exhaust airflow, transceivers sold separately.	100%	Cat 2 (IC, MIBS)			
ICX7850-48F	ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE, bundle includes two AC PS and five fans, PS side exhaust airflow, transceivers sold separately.	-				
ICX7850-48FS	ICX 7850 48-port SFP+ 1/10GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE, bundle includes two AC PS and five fans, PS side exhaust airflow, transceivers sold separately.					
ICX-MACSEC-LIC	ICX MACSEC LICENSE					
ICX7850-PREM-LIC	ICX7850 Premium feature license					

### Accessories for E-Rate

### COMMSCOPE® RUCKUS®



SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
E1MG-100FX-IR-OM	100BASE-FX IR SFP optic for SMF with LC connector, optical monitoring capable. For distances, up to 15Km		
E1MG-100FX-OM	100BASE-FX SFP optic MMF, LC connector, optical monitoring capable		
E1MG-100FX-OM-8	100BASE-FX SFP optic MMF 8 pack, LC connector, optical monitoring capable, 8-pack		
E1MG-BXD	1000BASE-BXD SFP optic SMF, transmits at 1490nm and receives at 1310nm, LC connector, single strand SMF fiber. This optic should only be connected to an E1MG-BXU at the far end.		
E1MG-BXU	1000BASE-BXU SFP optic SMF, transmits at 1310nm and receives at 1490nm, LC connector, single strand SMF fiber. This optic should only be connected to an E1MG-BXD at the far end		
E1MG-LHA-OM	1000BASE-LHA SFP optic, SMF, LC connector, optical monitoring capable		
E1MG-LHA-OM-T	1000BASE-LHA SFP optic, SMF, LC connector, optical monitoring capable, industrial temperature (-40°C to 85°C)		
E1MG-LX-OM	1000Base-LX SFP optic, SMF, LC connector, Optical Monitoring Capable		
E1MG-LX-OM-8	1000BASE-LX SFP optic, SMF, LC connector, optical monitoring capable, 8-pack		
E1MG-LX-OM-T	1000Base-LX SFP optic, SMF, LC connector, Optical Monitoring Capable, Industrial Temperature		
E1MG-SX-OM	1000Base-SX SFP optic, MMF, LC connector, Optical Monitoring Capable		
E1MG-SX-OM-8	1000BASE-SX SFP optic MMF, LC connector, optical monitoring capable, 8-pack		
E1MG-SX-OM-T	1000Base-SX SFP optic, MMF, LC connector, Optical Monitoring Capable, Industrial Temperature	100%	Cat 2 (IC, MIBS
E1MG-TX	1000BASE-TX SFP Copper, RJ-45 Connector		
E1MG-LX-A	1000BASE-LX SFP Optic, SMF, LC connector, Optical Monitoring Capable, TAA compliant		
E1MG-LX-A8	1000BASE-LX SFP Optic, SMF, LC connector, Optical Monitoring Capable, TAA compliant, 8-pack		
E1MG-100FX-A	100BASE-FX SFP optic MMF, LC connector, optical monitoring capable, TAA compliant		
E1MG-100FX-A8	100BASE-FX SFP optic MMF, LC connector, optical monitoring capable, TAA compliant, 8-pack		
E1MG-SX-A	1000BASE-SX SFP Optic, MMF, (LC), Optical Monitoring Capable, TAA compliant		
E1MG-SX-A8	1000BASE-SX SFP Optic, MMF, (LC), Optical Monitoring Capable, TAA compliant, 8-pack		
E1MG-TX-A	1000BASE-TX SFP Copper, RJ-45, TAA compliant		
E1MG-TX-A8	1000BASE-TX SFP Copper, RJ-45, TAA compliant, 8-pack		
PC15USA	Power Cord, USA 125V 20A		
PCUSA	Power Cord EPS, USA, 250V 13A		
PCUSA-3M	Power Cord, USA version, NEMA 5-15P Plug (15amp), 3m		
PCUSA-C19C20	Power Cord for IEC 60320-C19 to IEC 60320-C20, 250V, 20A		
PCUSA-C19L620P	Power Cord for IEC 60320-C19 to locking Nema L6-20P, 250V, 20A		
PCUSA-C15	Power Cord High Temperature C15, USA, 125V 13A, 1.83m		

### **COMMSCOPE**<sup>®</sup> **RUCKUS**<sup>®</sup>



#### E-Rate E-Rate SKU/Part Number Eligibility % Category E100G-QSFP-ESR4 100GBASE-ESR4 QSFP+ optic (MTP 1x8 or 1x12), 300m over MMF, 1-pack E100G-QSFP-QSFP-AOC-1001 100GbE QSFP28 to QSFP28 Direct Attached, Active Optical Cable, 10m E100G-QSFP28-CWDM4-2KM 100GBASE-CWDM4 QSFP28 optic (LC), for distances up to 2 km over SMF E100G-QSFP28-LR4-10KM 100GBASE-LR4 QSFP28 optic (LC), for distances up to 10 km over SMF E100G-QSFP28-LR4-LP-10KM 100GBASE-LR4 Low Power, QSFP28 optic (LC), for distances up to 10 km over SMF E100G-QSFP28-LR4L-2KM 100 GbE QSFP28 optic (LC), LR4-Lite, for distances up to 2 km over SMF E100G-QSFP28-SR4 100GBASE-SR4 QSFP28 optic (MTP 1x12), for up to 100 m over MMF E40G-QSFP-ER4 40GBASE-ER4 QSFP+ optic (LC), for up to 40km over SMF E40G-QSFP-ESR4-8 40GBASE-ESR4 QSFP+ optic (MTP 1x8 or 1x12), 300m over MMF, 8-pack E40G-OSFP-LM4 40GBASE-LM4 QSFP+, 1310nm, 160m over duplex LC OM4 MMF 40GBASE-LR4 QSFP+ optic (LC), for up to 10km over SMF, 1-pack E40G-QSFP-LR4 E40G-QSFP-LR4-8 40GBASE-LR4 QSFP+ optic (LC), for up to 10km over SMF 8-PACK E40G-QSFP-LR4-INT 40GBASE-LR4 QSFP+ to 4 SFP+ optic (LC), for up to 10 km over SMF E40G-QSFP-QSFP-AOC-1001 40GE Direct Attach QSFP+ to QSFP+ Active Optical Cable, 10m, 1-pack E40G-OSFP-SR4 40GBASE-SR4 QSFP+ optic (MTP 1x8 or 1x12), 100m over MMF, 1-pack E40G-QSFP-SR4-8 40GBASE-SR4 QSFP+ optic (MTP 1x8 or 1x12), 100m over MMF, 8-pack Cat 2 10G-SFPP-ER 10GBASE-ER SFP+ optic (LC), for up to 40km over SMF 100% (IC, MIBS) 10G-SFPP-ER-2 10GBASE-ER SFP+ optic (LC), for up to 40km over SMF 2-pack 10G-SFPP-LR-8 10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, 8-pack 10G-SFPP-LRM-8 10GBASE-LRM SFP+ optic (LC), for up to 220m over MMF, 8-pack 10G-SFPP-TWX-0308 10GbE Direct Attach SFP+ to SFP+ Active copper cable, 3 m, 8-pack 10G-SFPP-TWX-0508 10GbE Direct Attach SFP+ to SFP+ Active copper cable, 5 m, 8-pack 10G-SFPP-ZR 10GBASE-ZR SFP+ optic (LC), for up to 80km over SMF 10G-SFPP-ZR-2 10GBASE-ZR SFP+ Optic (LC), for up to 80km over SMF, 2-pack 10G-SFPP-TWX-P-0308 10GbE Direct Attach SFP+ to SFP+ Passive copper cable, 3 m, 8-pack 10G-SFPP-TWX-P-0508 10GbE Direct Attach SFP+ to SFP+ Passive copper cable, 5 m, 8-pack 10GBASE-SR, SFP+ optic (LC), target range 300m over MMF, standard temperature (0°C to 10G-SFPP-SR-SA8 70°C), TAA compliant, 8 pack 10G-SFPP-SR-S8 10GBASE-SR, SFPP MMF LC CONNECTOR 8-PACK (No TAA) 10G-SEPP-I R-SA 10GBASE-LR, SFP+ optic (LC), for up to 10km over SMF, standard temperature (0°C to 70°C), TAA compliant 10G-SEPP-I R-SA8 10GBASE-LR, SFP+ optic (LC), for up to 10km over SMF, -standard temperature (0°C to 70°C), TAA compliant, - 8 pack 10G-SFPP-LR-S8 10GBASE-LR, SFPP SMF LC CONNECTOR 8-PACK (No TAA)

### ACCESSORIES (OPTICS, CABLES, CONNECTORS)

Accessories for E-Rate



SmartZone 100 & 144

#### SMARTZONE

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
P01-S104-XX00	SmartZone 100 with 4 GigE ports, 90-day temporary Access to licenses.		
P01-S124-XX00	SmartZone 100 with 2x10GigE and 4 GigE ports, 90-day temporary Access to licenses.		
L09-0001-SG00	AP management license for SZ-100/vSZ 3.X/SCG200/SZ300, 1 RUCKUS AP Access point. Order this when you intend to run software version from 3.2 onwards.		
PE1-S104-US01	E-Rate SmartZone 100 with 4 GigE ports and 1 year E-Rate Warranty. E-Rate SZ100 4x1GigE 1 yr wrnty	100%	Cat 2
PE1-S124-US01	E-Rate SmartZone 100 with 2x10GE ports and 4x1GE ports, 1 Y E-Rate Warranty E-Rate SZ100 2x10GE, 4x1GE 1 yr wrnty	100 /0	(IC, MIBS)
PE1-S104-US03	E-Rate SmartZone 100 with 4 GigE ports and 3 years E-Rate Warranty. E-Rate SZ100 4x1GigE 3 yr wrnty		
PE1-S124-US03	E-Rate SmartZone 100 with 2x10GigE and 4 GigE ports with 3 years E-Rate Warranty. E-Rate SZ100 2x10GE, 4x1GE 3 yr wrnty		



VIRTUAL SMARTZONE					
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category		
LE9-0001-SG00	E-Rate AP management license for SZ-100/vSZ 3.X, 1 RUCKUS AP access point with 1 year E-Rate Warranty.				
LE9-0001-SG03	E-Rate AP management license for SZ-100/vSZ 3.X, 1 RUCKUS AP access point with 3 year E-Rate Warranty.	_			
LE9-0001-SG05	E-Rate AP management license for SZ-100/vSZ 3.X, 1 RUCKUS AP access point with 5 years E-Rate Warranty.	_			
L09-VRND-WW00	Virtual Ruckus Network Director, 1 Instance (no device management licenses included)				
L09-0001-SGHA	AP management license for High Availability. Supported products (Standby mode only): SZ- 300, vSZ-H. 1x Ruckus AP on Standby Cluster only				
L09-0001-ND00	Ruckus Device management license for virtual RND, 1 Ruckus Network Device	100%	Cat 2		
LE9-VSCG-WW01	E-Rate Virtual SmartZone 3.0 or newer software virtual appliance, 1 Instance, includes 1 AP license with 1 year E-Rate Warranty.	_	(IC, MIBS)		
LE9-VSCG-WW03	E-Rate Virtual SmartZone 3.0 or newer software virtual appliance, 1 Instance, includes 1 AP license with 5 year E-Rate Warranty.				
LE9-VSCG-WW05	E-Rate Virtual SmartZone 3.0 or newer software virtual appliance, 1 Instance, includes 1 AP license with 5 year E-Rate Warranty.				
S01-URL1-1LSZ	SmartZone URL Filtering 1 year subscription for 1 AP				
S01-URL1-3LSZ	SmartZone URL Filtering 3 year subscription for 1 AP				
S01-URL1-5LSZ	SmartZone URL Filtering 5 year subscription for 1 AP				



SmartZone Data Plane

#### E-Rate E-Rate SKU/Part Number Description Eligibility % Category S01-D144-1000 WatchDog End User Support Smart Zone 144 Data Plane, 1Yr 100% Cat 2 (BMIC) S01-D144-3000 WatchDog End User Support Smart Zone 144 Data Plane, 3Yr 33% Cat 2 (BMIC) S01-D144-5000 WatchDog End User Support Smart Zone 144 Data Plane, 5Yr 20% Cat 2 (BMIC) PE1-S144-US01 E-Rate SmartZone 144 1 Yr E-Rate Warranty E-Rate SZ144 1 Yr wrnty Cat 2 PE1-S144-US03 E-Rate SmartZone 144 3 Yr E-Rate Warranty E-Rate SZ144 3 Yr wrnty 100% (IC, MIBS) PE1-S144-US05 E-Rate SmartZone 144 5 Yr E-Rate Warranty E-Rate SZ144 5 Yr wrnty S01-S144-1000 End User WatchDog Support for SmartZone 144 Controller Appliance, 1 Year Cat 2 (BMIC) 100% S01-S144-3000 End User WatchDog Support for SmartZone 144 Controller Appliance, 3 Year 33% Cat 2 (BMIC) S01-S144-5000 End User WatchDog Support for SmartZone 144 Controller Appliance, 5 Year 20% Cat 2 (BMIC) S01-D144-1000 WatchDog End User Support Smart Zone 144 Data Plane, 1Yr 100% Cat 2 (BMIC) S01-D144-3000 WatchDog End User Support Smart Zone 144 Data Plane, 3Yr 33% Cat 2 (BMIC) S01-D144-5000 WatchDog End User Support Smart Zone 144 Data Plane, 5Yr 20% Cat 2 (BMIC) L09-vSZD-WW00 Virtual Data Plane 3.2 or newer software virtual appliance, 1 instance (includes throughput upto 1 Gbps) L09-vSZD-BW10 Virtual Data Plane Bandwidth Upgrade - 1 instance ADD ON (throughput upto 10 Gbps) L09-vSZD-BWUL Virtual Data Plane Bandwidth Upgrade - 1 instance ADD ON (No throughput cap) 100% Cat 2 (BMIC) L09-vSZD-SVCM Virtual Data Plane - Services (CALEA Mirroring) - 1 instance ADD ON L09-vSZD-SVL3 Virtual Data Plane – Services (L3 Roaming) – ADD ON – Needs minimum 2 vDP/DP instances L09-vSZD-SNAT Virtual Data Plane - Services (NAT) - 100K Sessions - 1 instance ADD ON L09-vSZD-SDHP Virtual Data Plane - Services (DHCP Server) - 1K IP Leases - 1 instance ADD ON

#### SMARTZONE DATA PLANE AND VIRTUAL DATA PLANE

# Software, Licenses, and Services for E-Rate

### COMMSCOPE® RUCKUS®



ZoneDirector 1200

ZONEDIRECTOR								
SKU/Part Number	J/Part Number Description							
9E1-1205-US01	E-Rate ZoneDirector 1200, licensed for up to 5 Access Points with 1 year E-Rate Warranty. ZD1200 can be upgraded to support up to 145 APs with AP license upgrades E-Rate ZD1205, mngs 5 APs 1yr wrnty							
9E1-1205-US03	E-Rate ZoneDirector 1200, licensed for up to 5 Access Points with 3 years E-Rate Warranty. ZD1200 can be upgraded to support up to 145 APs with AP license upgrades E-Rate ZD1205, manags 5 APs 3yr wrnty	-						
9E1-1205-US05	E-Rate ZoneDirector 1200, licensed for up to 5 Access Points with 5 years E-Rate Warranty. ZD1200 can be upgraded to support up to 145 APs with AP license upgrades E-Rate ZD1205, manags 5 APs 5yr wrnty	100%	Cat 2 (BMIC)					
9E9-0001-ZD12	E-Rate ZoneDirector 1200 Single AP License Upgrade SKU with 1 year E-Rate Warranty. Max orderable upgrade license quantity is 145.	-						
9E9-3001-ZD12	E-Rate ZoneDirector 1200 Single AP License Upgrade SKU with 3 years E-Rate Warranty. Max orderable upgrade license quantity is 145.							
9E9-5001-ZD12	E-Rate ZoneDirector 1200 Single AP License Upgrade SKU with 5 years E-Rate Warranty. Max orderable upgrade license quantity is 145.							



#### RUCKUS CLOUD

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
CLD-RKWF-1001	RUCKUS Cloud Wi-Fi 1 year subscription for 1 AP, US or EU hosted		
CLD-RKWF-3001	RUCKUS Cloud Wi-Fi 3 year subscription for 1 AP, US or EU hosted	1000/	Cat 2
CLD-RKWF-5001	RUCKUS Cloud Wi-Fi 5 year subscription for 1 AP, US or EU hosted	100%	(IC, MIBS)
CLD-RWED-5001	RUCKUS Cloud Wi-Fi 5 year subscription for 1 AP, US or EU hosted, SLED pricing		
CLR-RKWF-1001	RUCKUS Cloud Wi-Fi 1 year subscription renewal for 1 AP		
CLR-RKWF-3001	RUCKUS Cloud Wi-Fi 3 year subscription renewal for 1 AP		
CLR-RKWF-5001	RUCKUS Cloud Wi-Fi 5 year subscription renewal for 1 AP		
CLR-RWED-5001	RUCKUS Cloud Wi-Fi 5 year subscription renewal for 1 AP, SLED pricing		
CLD-MW00-1001	RUCKUS Cloud Wi-Fi MSP with Partner watchdog support, 1 AP, 1 Yr	100%	
CLD-MW00-3001	RUCKUS Cloud Wi-Fi MSP with Partner watchdog support, 1 AP, 3 Yr	100%	Cat 2 (BMIC)
CLD-MW00-5001	RUCKUS Cloud Wi-Fi MSP with Partner watchdog support, 1 AP, 5 Yr		
CLR-MW00-1001	RUCKUS Cloud Wi-Fi MSP with Partner watchdog support renewal, 1 AP, 1 Yr		
CLR-MW00-3001	RUCKUS Cloud Wi-Fi MSP with Partner watchdog support renewal, 1 AP, 3 Yr		
CLR-MW00-50	RUCKUS Cloud Wi-Fi MSP with Partner watchdog support renewal, 1 AP, 5 Yr		

# Software, Licenses, and Services for E-Rate

RUCKUS CLOUD			
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
CLR-S78E-5001	CLD 5yr Sub renw 1 ICX7850 Switch, SLED CLD 5yr Sub renw 1 ICX7850 Switch, SLED		
CLD-S08M-1001	Ruckus CLD 1yr Subs for 1 ICX7150-C08P		
CLD-S08M-3001	Ruckus CLD 3yr Subs for 1 ICX7150-C08P		
CLD-S08M-5001	Ruckus CLD 5yr Subs for 1 ICX7150-C08P		
CLD-S08E-5001	CLD 5yr Subs for 1 ICX7150-C08P, SLED CLD 5yr Subs for 1 ICX7150-C08P, SLED		
CLD-S71M-1001	Ruckus CLD 1yr Subs for 1 ICX7150 Switch		
CLD-S71M-3001	Ruckus CLD 3yr Subs for 1 ICX7150 Switch		
CLD-S71M-5001	Ruckus CLD 5yr Subs for 1 ICX7150 Switch		
CLD-S71E-5001	CLD 5yr Subs for 1 ICX7150 Switch, SLED CLD 5yr Subs for 1 ICX7150 Switch, SLED		
CLD-S75M-1001	Ruckus CLD 1yr Subs 1 ICX7550 Switch		
CLD-S75M-3001	Ruckus CLD 3yr Subs 1 ICX7550 Switch		
CLD-S75M-5001	Ruckus CLD 5yr Subs 1 ICX7550 Switch		
CLD-S75E-5001	Ruckus CLD 5y Subs 1 ICX7550 Switch SLED	100%	
CLD-S76M-1001	Ruckus CLD 1yr Subs for 1 ICX7650 Switch	100%	Cat 2 (BMIC)
CLD-S76M-3001	Ruckus CLD 3yr Subs for 1 ICX7650 Switch		
CLD-S76M-5001	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
CLD-S76E-5001	CLD 5yr Subs for 1 ICX7650 Switch, SLED CLD 5yr Subs for 1 ICX7650 Switch, SLED		
CLD-S78M-1001	Ruckus CLD 1yr Subs for 1 ICX7850 Switch		
CLD-S78M-3001	Ruckus CLD 3yr Subs for 1 ICX7850 Switch		
CLD-S78M-5001	Ruckus CLD 5yr Subs for 1 ICX7850 Switch		
CLD-S78E-5001	Cld 5yr Sub for 1 ICX7850 Switch, SLED Cld 5yr Sub for 1 ICX7850 Switch, SLED		
CLR-S08E-5001	CLD 5yr Subs renw 1 ICX7150-C08P, SLED CLD 5yr Subs renw 1 ICX7150-C08P, SLED		
CLR-S71E-5001	CLD 5yr Sub renw 1 ICX7150 Switch, SLED CLD 5yr Sub renw 1 ICX7150 Switch, SLED		
CLR-S76E-5001	CLD 5yr Sub renw 1 ICX7650 Switch, SLED CLD 5yr Sub renw 1 ICX7650 Switch, SLED		
CLR-S78E-5001	CLD 5yr Sub renw 1 ICX7850 Switch, SLED CLD 5yr Sub renw 1 ICX7850 Switch, SLED		
CLD-RWED-7001	RUCKUS Cloud Wi-Fi 7 year subscription for 1 AP		



RUCKUS ANALYTICSSKU/Part NumberDescriptionE-Rate<br/>Eligibility %E-Rate<br/>CategoryCLD-ANAP-1001RUCKUS Analytics 1 year subscription for 1 Cloud or SZ managed AP or ICX switch100%Cat 2<br/>(MIBS)CLD-ANAP-3001RUCKUS Analytics 3 year subscription for 1 Cloud or SZ managed AP or ICX switch100%Cat 2<br/>(MIBS)CLD-ANAP-5001RUCKUS Analytics 5 year subscription for 1 Cloud or SZ managed AP or ICX switch100%Cat 2<br/>(MIBS)

# Software, Licenses, and Services for E-Rate

WATCHDOG REMOTE SUPPORT FOR ICX						
SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category			
ICX7150-SVL-RMT-1	WatchDog REMOTE SUPPORT, ICX7150-24, 24P ,48, 48P, 48PF, C12P, C10ZP & -24F	100%	Cat 2 (BMIC/ MIBS)			
ICX7150-SVL-RMT-3	WatchDog REMOTE SUPPORT, ICX7150-24, 24P ,48, 48P, 48PF, C12P, C10ZP & -24F	33%	Cat 2 (BMIC/ MIBS)			
ICX7150-SVL-RMT-5	WatchDog REMOTE SUPPORT, ICX7150-24, 24P ,48, 48P, 48PF, C12P, C10ZP & -24F	20%	Cat 2 (BMIC/ MIBS)			
ICX7150-C08P-SVL- RMT-1	Watchdog Remote Support, ICX7150-C08P SKUs Only; 1Yr duration	100%	Cat 2 (BMIC/ MIBS)			
ICX7150-C08P-SVL- RMT-3	Watchdog Remote Support, ICX7150-C08P SKUs Only; 3Yr duration	33%	Cat 2 (BMIC/ MIBS)			
ICX7150-C08P-SVL- RMT-5	Watchdog Remote Support, ICX7150-C08P SKUs Only; 5Yr duration	20%	Cat 2 (BMIC/ MIBS)			
ICX7150-48ZP-SVL- RMT-1	WatchDog REMOTE SUPPORT, ICX 7150-48ZP SKUs only	100%	Cat 2 (BMIC/ MIBS)			
ICX7150-48ZP-SVL- RMT-3	WatchDog REMOTE SUPPORT, ICX 7150-48ZP SKUs only	33%	Cat 2 (BMIC/ MIBS)			
ICX7150-48ZP-SVL- RMT-5	WatchDog REMOTE SUPPORT, ICX 7150-48ZP SKUs only	20%	Cat 2 (BMIC/ MIBS)			
ICX7650-SVL-RMT-1	WatchDog REMOTE SUPPORT, ICX 7650	100%	Cat 2 (BMIC/ MIBS)			
ICX7650-SVL-RMT-3	WatchDog REMOTE SUPPORT, ICX 7650	33%	Cat 2 (BMIC/ MIBS)			
ICX7650-SVL-RMT-5	WatchDog REMOTE SUPPORT, ICX 7650	20%	Cat 2 (BMIC/ MIBS)			
ICX7850-SVL-RMT-1	WatchDog REMOTE SUPPORT, ICX 7850, 1 YR	100%	Cat 2 (BMIC/ MIBS)			
ICX7850-SVL-RMT-3	WatchDog REMOTE SUPPORT, ICX 7850, 3 YR	33%	Cat 2 (BMIC/ MIBS)			
ICX7850-SVL-RMT-5	WatchDog REMOTE SUPPORT, ICX 7850, 5 YR	20%	Cat 2 (BMIC/ MIBS)			

# Software, Licenses, and Services for E-Rate

### EDUCATION WATCHDOG SUPPORT

SKU/Part Number	Description	E-Rate Eligibility %	E-Rate Category
841-1205-10ER	E-Rate K-12 Education WatchDog Support for ZoneDirector 1205, 1 Year	100%	
841-1205-30ER	E-Rate K-12 Education WatchDog Support for ZoneDirector 1205, 3 Year	33%	
841-1205-50ER	E-Rate K-12 Education WatchDog Support for ZoneDirector 1205, 5 Year	20%	
841-1201-1LER	E-Rate K-12 Education WatchDog Support for ZoneDirector AP management license, 1 Year	100%	
841-1201-3LER	E-Rate K-12 Education WatchDog Support for ZoneDirector AP management license, 3 Year	33%	Cat 2 (BMIC)
841-1201-5LER	E-Rate K-12 Education WatchDog Support for ZoneDirector AP management license, 5 Year	20%	(Divile)
S41-0001-1LER	E-Rate K-12 WatchDog Support for SZ/vSZ AP management license, 1 Yr	100%	
S41-0001-3LER	E-Rate K-12 WatchDog Support for SZ/vSZ AP management license, 3 Yr	33%	
S41-0001-5LER	E-Rate K-12 WatchDog Support for SZ/vSZ AP management license, 5 Yr	20%	

## Advantages of deploying Wi-Fi 7 APs today



With the new Wi-Fi 7 standards having officially kicked off, skipping Wi-Fi 6E and deploying Wi-Fi 7 access points (APs) seems to make the most sense. Wi-Fi 7 APs offer faster speeds, more capacity and better network reliability and stability and fully support existing Wi-Fi 6E clients. Not to mention, only Wi-Fi 7 APs will be able to support the 233 million Wi-Fi 7 devices expected to come online in 2024\*.

#### Five reasons to deploy Wi-Fi 7 APs

#### **Blazing fast network speeds**

By utilizing the full potential of the 6 GHz spectrum, Wi-Fi 7 can deliver more than four times the maximum throughput of Wi-Fi 6E. On its best day, Wi-Fi 6E could deliver as much as 9.6 Gbps, while Wi-Fi 7 is rated at 46.1 Gbps.

### No more network bottlenecks

Networks can often get bogged down by slow, legacy client devices. But Wi-Fi 7 APs use Multi-Link Operation (MLO) to avoid this. By being able to send transmissions between the 2.4, 5 and 6 GHz bands simultaneously, Wi-Fi 7 APs circumvent network congestion and actually reduce latency.

### Fully support existing Wi-Fi 6E clients today

Deploying Wi-Fi 7 APs today is the only future-proof option. Wi-Fi 7 is fully compatible with Wi-Fi 6E, so all the existing Wi-Fi 6E phones, tablets and laptops that have been shipping for the last couple years will be be able to connect to Wi-Fi<sup>®</sup> at 6GHz (at Wi-Fi 6E speed) and as Wi-Fi 7 clients start shipping they will be able to take full advantage of Wi-Fi 7 massive performance improvement.

#### More robust network reliability

In addition to MTO, Wi-Fi 7 APs can access mega-wide channels (320 MHz) that Wi-Fi 6E can't. Then can also employ Punctured Transmission technology, which mitigates interference by "puncturing out" that used portion of a channel spectrum and optimizes the remaining clean portion of the spectrum. This more efficient use of the wider channels contributes to a more stable and reliable network.

### **Highest performance for all devices**

Not only can Wi-Fi 7 APs allow devices using the 6 GHz band to maximize their performance, they can help legacy devices run more efficiently by clearing up channels through MTO. What's more, Wi-Fi 7 APs can reserve bandwidth for specific types of data transmission through Restricted Target Wake Time (rTWT), which can help extend the battery life of these devices.

#### Benefits of RUCKUS® Wi-Fi 7 access points

The dawn of the Wi-Fi 7 era ushers in a new wave of possibilities. With its groundbreaking advancements in speed, capacity, latency, and reliability, Wi-Fi 7 has the potential to transform the way we connect and interact with the digital world.

Bandwidth-hungry ultra-high definition video, virtual reality (VR), the internet of things (IoT), and an explosion of new devices and content are all on the horizon. For businesses in industries where customer satisfaction is closely tied to the performance of your Wi-Fi network—like hospitality, education, healthcare, large public venues and multi-dwelling units—migrating to the RUCKUS R770 Wi-Fi 7 indoor AP today prepares your network for what's next.



#### **RUCKUS® R770** indoor access point

This new high-end Wi-Fi 7, tri-band concurrent AP delivers eight spatial streams and supports Wi-Fi 7 features such as Multi-Link Operation (MLO), Preamble Puncturing, 4K QAM Modulation, and 320 MHz channels. It delivers industry-leading performance with a combined data rate of 12.22 Gbps.

Furthermore, a 10 Gbps Ethernet port eliminates wired backhaul bottlenecks for full use of available Wi-Fi capacity. And the R770 features one built-in IoT radio offering onboard Bluetooth® Low Energy or Zigbee<sup>®</sup> capabilities.

The R770, with built-in RUCKUS exclusive technology, dramatically improves network performance through a combination of patented wireless innovations and learning algorithms that includes:

- Airtime decongestion: Increases average network throughput in heavily congested environments
- Transient client management: Reduces interference traffic from unconnected Wi-Fi devices
- BeamFlex+<sup>®</sup> adaptive antennas: Extended coverage range and optimized throughput with patented dynamic multi-directional antennas and radio patterns that work with any client.

With RUCKUS Networks being the only commercial vendor to have been selected by the Wi-Fi Alliance<sup>®</sup> to become part of the Wi-Fi CERTIFIED 7<sup>™</sup> test bed, you can rest assured you can trust RUCKUS for all your Wi-Fi 7 needs. To learn more about migrating to RUCKUS Wi-Fi 7 APs, contact your RUCKUS representative today.

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#### Appendix C Triple R Consultants Bill of Materials

#### Appendix C - Bill of Materials

Service Provider Name: Vector Tech Group Date: 2/10/25 District Name: Fruitport Community Schools

Part Number	Manufacturer	Model	Item Description	Quantity	Eli	gible Cost	Quantity-I	Labor	Labo	or Cost	Total Cost	
901-R650-US00	Ruckus		Ruckus R650 dual-band 802.11abgn/ac/ax Wireless	42	\$	550.00					\$	23,100.00
LE9-0001-SG03	Ruckus		E-Rate AP management license for SZ-100/vSZ 3.X	42	\$	60.00					\$	2,520.00
Cabling Labor	Vector		AP installation labor				\$	42.00	\$	50.00	\$	2,100.00
ICX7850-48F-E2	Ruckus		ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP2	1	\$	15,900.00					\$	15,900.00
ICX7850-PREM-LI	Ruckus		ICX7850 Premium feature license	1	\$	2,600.00					\$	2,600.00
L09-0001-SGCX	Ruckus		Switch management license for SZ-100/vSZ 5.X/SZ	1	\$	75.00					\$	75.00
Englabor	Vector		Engineering labor for installation and configuration				\$	1.00	\$ 1,	500.00	\$	1,500.00
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
											\$	-
Performance Bond											\$	1,194.88
											\$	-
											\$	-
			Grand Totals:	87	\$	19,185.00		43	\$ 1,	550.00	\$	48,989.88



## **Fruitport Community Schools**

Category	Mate	rials	Labor		Total	
Wireless Network Electronics	\$	25,620.00	\$	2,100.00	\$	27,720.00
Network Electronics	\$	18,575.00	\$	1,500.00	\$	20,075.00
					\$	-
Sub Total	\$	44,195.00	\$	3,600.00	\$	47,795.00
Performance Bond					\$	1,194.88
Grand Total Base Bid						48,989.88

Add/Alt #1	
Post Site Surveys, Optimization and Tuning	
Add	\$1,500.00
Performance Bond	\$37.50
Grand Total Add/Alt	\$1,537.50

Add/Alt #2				
SmartZone Management License w/ 3 years of TAC support				
Add	\$2,125.00			
Performance Bond	\$53.13			
Grand Total Add/Alt	\$2,178.13			

Vector Tech Group 170 Veterans Dr. - Holland, MI 49423 Phone 866-827-4886 Email sales@vectortechgroup.com



### **Wireless Network Electronics**

Туре	Qty Part #	Description	Unit Price	Ext. Price	Unit Labor	Ext. Labor	Sub-Total
BASE	42 901-R650-US00	Ruckus R650 dual-band 802.11abgn/ac/ax Wireless Access Point with Multi-Gigabit Ethernet	\$550.00	\$23,100.00	\$0.00	\$0.00	\$23,100.00
		backhaul, 4x4:4 + 2x2:2 streams, OFDMA, MU-MIMO, BeamFlex+, dual ports, PoH/uPoE/802.3at					
		PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime					
		Warranty					
	42 LE9-0001-SG03	E-Rate AP management license for SZ-100/vSZ 3.X, 1 Ruckus AP access point with 3 year E-Rate	\$60.00	\$2,520.00	\$0.00	\$0.00	\$2,520.00
		Warranty.					
	42 Cabling Labor	AP installation labor	\$0.00	\$0.00	\$50.00	\$2,100.00	\$2,100.00
						Total	\$27,720.00

Vector Tech Group 170 Veterans Dr Holland, MI 49423 erate@vectortechgroup.com



### **Network Electronics**

#### Wired Infrastructure

Туре	Qty Part #	Description	Unit Price	Ext. Price	Unit Labor	Ext. Labor	Sub-Total
BASE	1 ICX7850-48F-E2	ICX 7850 48-port SFP28 1/10/25GE, 8x-port QSFP28 supports native 40GE or 100GE or breakout 4x10GE or 4x25GE, bundle includes two AC PS and five fans, PS side exhaust airflow, transceivers sold separately, TAA	\$15,900.00	\$15,900.00	\$0.00	\$0.00	\$15,900.00
	1 ICX7850-PREM-LIC 1 L09-0001-SGCX 1 Englabor	ICX7850 Premium feature license Switch management license for SZ-100/vSZ 5.X/SZ300, 1 Ruckus ICX switch. Engineering labor for installation and configuration	\$2,600.00 \$75.00 \$0.00		\$0.00	\$0.00	\$75.00
						Total	\$20,075.00

Vector Tech Group 170 Veterans Dr Holland, MI 49423 erate@vectortechgroup.com



### **ADD-ALTS**

#### Post Site Surveys, Optimization and Tuning

Туре	Qty Part #	Description	Unit Price	Ext. Price	Unit Labor	Ext. Labor	Sub-Total
	2 Site Survey	Post Site Survey, Optimization and Tuning	\$0.00	\$0.00	\$750.00	\$1,500.00	) \$1,500.00
						Add	\$1,500.00
Smart	Zone Management Lice	nse w/ 3 years of TAC support					
	Zone Management Lice Qty Part #	nse w/ 3 years of TAC support Description	Unit Price	Ext. Price	Unit Labor	Ext. Labor	Sub-Total
	0		Unit Price \$2,200.00				
Smart Type	Qty Part #	Description		\$2,200.00	\$0.00	\$0.00	\$2,200.00

Vector Tech Group 170 Veterans Dr Holland, MI 49423 erate@vectortechgroup.com

### APPENDIX B – <u>BID SIGNATURE PAGE</u>

I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, General Conditions, Universal Service Fund (USF) Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.

### Submitted By:

Company Name:	Vector Tech Group
Company Address:	170 Veterans Drive
City, State & Zip:	Holland, MI 49423
Telephone:	616-268-1700
Fax:	N/A
Email:	jakebaker@vectortechgroup.com
Representative Name:	Jake Baker
Title:	Business Development
Signature:	Jake Baker
Date:	1/17/25

### Do not write below this line: For District Use Only

The following items are enclosed and/or included on the Bid:

- $\square$  Proposal(s) (in duplicate)
- □ Bid Bond/Cashier's Check (5% of Bid)
- □ USF E-Rate SPIN
- □ Four (4) references, one (1) of which is a school or school district
- □ Intent To Bid Form (Appendix A)
- □ Bid Signature Page (Appendix B)
- **D** Bill of Materials (Appendix C)
- □ Familial Disclosure Affidavit (Appendix D)
- □ Iran Linked Business Affidavit (Appendix E)

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### **APPENDIX D - <u>FAMILIAL DISCLOSURE AFFIDAVIT</u>**

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the Board of Education of the District and/or the Superintendent of the District.

The undersigned, owner or authorized officer of <u>Vector Tech Group</u> (the Bidder), pursuant to the familial disclosure requirement provided in the Fruitport Community Schools Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, and any member of the Fruitport Community Schools Board of Education and/or the Superintendent.

#### The following are the Bidder's familial relationship(s) with the Fruitport Community Schools:

	<b>Bidder/Employee</b>	Name Related to:	Relationship
1.			
2.	(Attach additional pages, if	necessary, to disclose all familial re	lationships.)

X <u>There is no familial relationship that exists</u> between the Bidder and/or any employee of the Bidder and any member of the Fruitport Community Schools Board of Education and/or the Superintendent.

Bidder:	Vector Tech Group
By:	(Company Name) Jake Baker (Signature) Business Development
	(Title)

This instrument was acknowledged before me, a Notary Public, in and for Kent County,

Michigan on the	his <u>6th</u> day of <u>F</u>	ebruary	<u>2025</u> .
			INN LINDA
	Dylan	Lindhout Q	Notary Public County Stat
(Notary Public Sign	ature)	1111	My Commission Expires
My Commission expires:	May 26, 2029	S	May 26, 2029
Acting in the County of:	Kent		

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### **APPENDIX E - IRAN LINKED BUSINESS AFFIDAVIT**

#### All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.

Vector Tech Group The undersigned, owner or authorized officer of (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the "Iran Linked Business" requirement provided in the Fruitport Community Schools Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

Х	There	is	not	an	"Iran	Linked	<b>Business</b> "	that	exists	within	the	bidder	and/or	owner,
	officers	s, di	recto	rs, aı	nd emple	oyees.								

Bidder:	Vector Tech Group
	(Company Name)
В	y: Jake Baker
	(Sfgnature)
	Business Development
	(Title)
This instrument was acknow	owledged before me, a Notary Public, in and for
Kent	County, on this 6th day of February 2025
	Dylan Lindhouz O. Kotary Public County of Kents:
(Notary Public Signature)	
My Commission expires:	EON KENT ZE
Acting in the County of: _	Kent

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Bond No. B 1327748

### **BID BOND**

#### KNOW ALL MEN BY THESE PRESENTS:

#### That Solutions Plus Consulting Inc DBA Vector Tech Group

 9364 W. Freeland Road Freeland, MI 48623
 (hereinafter called the Principal)

 as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under

 the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),

 as Surety, are held and firmly bound untoFruitport Community Schools

 3255 E. Pontaluna Rd. Fruitport, MI 49415
 (hereinafter called the Obligee)

 in the full and just sum of
 5 % Percent of the Total Bid Amount
 Dollars

 (\$ 5 %
 ) good and lawful money of the United States of America, to the payments of which sum of
 money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_ January \_\_\_\_\_, 2025 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to the Principal for

Network Electronics

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:	Solutions Plus Consulting Inc DBA	A Vector Tech Group
(If individual or firm)	Ву:	(SEAL)
ATTEST:		
(If Corporation)		and the state
	SELECTIVE INSURANCE COMI By: <u>Cheryl Hugher</u> Cheryl	PANY OF AMERICA, SURETY
B-201 (6/20)		ine interior

SELECTIVE BE UNIQUELY INSURED<sup>5M</sup> Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1327748

#### **POWER OF ATTORNEY**

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Cheryl Hughes

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$8,000,000.00** 

Signed this 28th day of January , 2025

SELECTIVE INSURANCE COMPANY O	F AMERICANCE COMPANY
By: Might	SEAL 1926
Brian C. Sarisky	S NEW JEBSE 2
Its SVP, Strategic Business Units, Con	nmercial Dries

#### **STATE OF NEW JERSEY :**

#### :ss. Branchville

right-hand corner of this Power of Attorney, contact us at 973-948-3000.

#### COUNTY OF SUSSEX

On this 28th day of **January**, 2025 before me, the undersigned officer, personally appeared Brian G. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being autor Ect signs do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. **B** G32730<sup>TA</sup> A

Charlene Kimble NOTARY PUBLIC	Charlene Kimble	AURINO
STATE OF NEW JERSEY ID # N/A MY COMMISSION EXPIRES 6/2/26	Notary Public	NEW IEBSE

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION BANCE COMPACE
I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution and the By-Laws is valid state. Signed this <u>28th</u> day of <u>January</u> , <u>2025</u> .
Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper B91 (4-14)

### CBS – Construction Bonding Specialists, LLC 42400 Grand River Ave., Ste 101, Novi, MI 48375

Phone No. (248) 349-6227 Fax: (248) 348-6762

**RETURN TO: Barry Berman** 

Construction Bonding Specialists, LLC. Fax: (248) 348-6762

### **BID RESULTS FORM**

Please complete and return (fax or mail) to Construction Bonding Specialists, LLC within seven (7) days of the bid opening to release the bid bond. <u>Release of the bid bond will also</u> <u>constitute release of the associated collateral and bonding capacity availability</u>.

BOND NO:	B 1327748	
CONTRACTOR NAME:	Solutions Plus Consulting Inc DBA Vector Tech Group	
PROJECT NAME:	Network Electronics	
OBLIGEE:	Fruitport Community Schools	
DATE OF BID:	2/14/25	
THREE LOWEST BIDDERS:		
1	BID AMOUNT: \$	
2	BID AMOUNT: \$	
3	BID AMOUNT: \$	-
Contractor's Bid Amount: \$		
Form Completed By:		
Company Name:		
Date:		

# RUCKUS<sup>®</sup> R650

Indoor Wi-Fi 6 (802.11ax) 4x4:4 Wi-Fi Access Point with 2.5Gbps backhaul and 6 spatial streams





### Benefits

#### Stunning Wi-Fi performance

Mitigate interference and extend coverage with patented BeamFlex<sup>®</sup> + adaptive antenna technology utilizing several directional antenna patterns.

#### Serve more devices

Connect more devices simultaneously with six MU-MIMO spatial streams and concurrent dual-band 2.4/5GHz radios while enhancing device performance.

#### Converged access point

Allow customers to eliminate siloed networks and unify WiFi and non-WiFi wireless technologies into one single network by using built-in BLE and Zigbee, and also expanding to any future wireless technologies.

#### Automate optimal throughput

ChannelFly<sup>®</sup> dynamic channel technology uses machine learning to automatically find the least congested channels. You always get the highest throughput the band can support.

#### Multiple management options

Manage the R650 from the cloud, with on-premises physical/virtual appliances, or without a controller.

#### Better mesh networking

Reduce expensive cabling, and complex mesh configurations by checking a box with SmartMesh wireless meshing technology to dynamically create selfforming, self-healing mesh networks.

#### More than Wi-Fi

Support services beyond Wi-Fi with Ruckus IoT Suite, Cloudpath<sup>\*</sup> security and onboarding software, SPoT Wi-Fi locationing engine, and SCI network analytics.

# Wi-Fi capacity requirements in office buildings, classrooms, and retail venues are rapidly raising due to increase in Wi-Fi connected devices, non-Wi-Fi IoT devices and bandwidth-hungry applications.

The RUCKUS<sup>®</sup> R650 access point (AP) with the latest Wi-Fi 6 (802.11 ax) technology delivers increased capacity, improved coverage and performance in dense environments. The R650 is our mid-range dual-band, dual-concurrent AP that supports six spatial streams (4x4:4 in 5GHz, 2x2:2 in 2.4GHz). The R650 supports peak data rates of up to 2974 Mbps and efficiently manages up to 512 clients connections. Furthermore, 2.5GbE Ethernet ensures the backhaul will not be a bottleneck for full use of available Wi-Fi capacity.

Also, wireless requirements within enterprises are expanding beyond Wi-Fi with BLE, Zigbee and many other non-Wi-Fi wireless technologies resulting in creation of network silos. Enterprises need a unified platform to eliminate network silos. The RUCKUS AP portfolio is equipped to solve these challenges.

The R650 has built-in IoT radios with onboard BLE and Zigbee capabilities. In addition, the R650 is a converged access point that allows customers to seamlessly integrate any new wireless technologies with the pluggable IoT module.

The R650 is packed with Ruckus patented technologies in addition to Wi-Fi 6 features such as OFDMA, MU-MIMO and TWT. The R650 is ideal for medium-density deployments such as office buildings, K-12 classrooms, libraries and retail venues.

The R650 Wi-Fi 6 AP incorporates patented technologies found only in the Ruckus Wi-Fi portfolio.

- BeamFlex+ Antennas: Extended coverage and optimized throughput with patented multidirectional antennas and radio patterns
- ChannelFly: Improved throughput with dynamically changing the channels to use least congested channel
- **Ruckus Ultra-High-Density Technology Suite**: Dramatically improved network performance with technologies such as Airtime Decongestion, Transient Client Management etc.

Whether you are deploying ten or ten thousand APs, the R650 is also easy to manage through Ruckus' physical and virtual management options.

# RUCKUS® R650

Indoor Wi-Fi 6 (802.11ax) 4x4:4 Wi-Fi Access Point with 2.5Gbps backhaul and 6 spatial streams



Front view



### Indoor Wi-Fi 6 (802.11ax) 4x4:4 Wi-Fi Access Point with 2.5Gbps backhaul and 6 spatial streams

#### Access Point Antenna Pattern

Figure 2. R650 2.4GHz

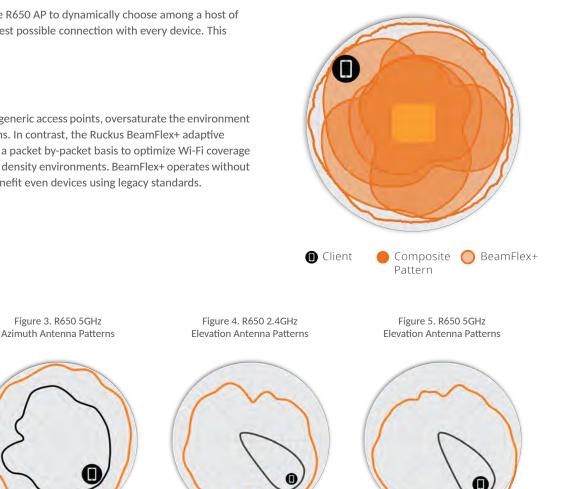
**Azimuth Antenna Patterns** 

Ruckus' BeamFlex+ adaptive antennas allow the R650 AP to dynamically choose among a host of antenna patterns in real-time to establish the best possible connection with every device. This leads to:

- Better Wi-Fi coverage
- Reduced RF interference

Traditional omni-directional antennas, found in generic access points, oversaturate the environment by needlessly radiating RF signals in all directions. In contrast, the Ruckus BeamFlex+ adaptive antenna directs the radio signals per- device on a packet by-packet basis to optimize Wi-Fi coverage and capacity in real- time to support high device density environments. BeamFlex+ operates without the need for device feedback and hence can benefit even devices using legacy standards.

Figure 1. Example of BeamFlex+ pattern



Note: The outer trace represents the composite RF footprint of all possible BeamFlex+ antenna patterns, while the inner trace represents one BeamFlex+ antenna pattern within the composite outer trace.

Indoor Wi-Fi 6 (802.11ax) 4x4:4 Wi-Fi Access Point with 2.5Gbps backhaul and 6 spatial streams

WI-FI	
Wi-Fi Standards	• IEEE 802.11a/b/g/n/ac/ax
Supported Rates	<ul> <li>802.11ax: 4 to 2400 Mbps</li> <li>802.11ac: 6.5 to 1732 Mbps</li> <li>802.11n: 6.5 to 600 Mbps</li> <li>802.11a/g: 6 to 54 Mbps</li> <li>802.11b: 1 to 11 Mbps</li> </ul>
Supported Channels	<ul> <li>2.4GHz: 1-13</li> <li>5GHz: 36-64, 100-144, 149-165</li> </ul>
МІМО	<ul> <li>4x4 SU-MIMO</li> <li>4x4 MU-MIMO</li> </ul>
Spatial Streams	<ul><li>4 streams SU/MU MIMO 5GHz</li><li>2 streams SU/MU MIMO 2.4GHz</li></ul>
Radio Chains and Streams	<ul> <li>4x4:4 (5GHz)</li> <li>2x2:2 (2.4GHz)</li> </ul>
Channelization	• 20, 40, 80, 160/80+80MHz
Security	<ul> <li>WPA-PSK, WPA-TKIP, WPA2 AES, WPA3, 802.11i, Dynamic PSK, OWE</li> <li>WIPS/WIDS</li> </ul>
Other Wi-Fi Features	<ul> <li>WMM, Power Save, Tx Beamforming, LDPC, STBC, 802.11r/k/v</li> <li>Hotspot</li> <li>Hotspot 2.0</li> <li>Captive Portal</li> <li>WISPr</li> </ul>

5GHZ I	5GHZ RECEIVE SENSITIVITY (dBm)										
VHT20			VHT40			VHT80					
MCS0	MCS7	MCS8	MCS9	MCS0	MCS7	MCS8	MCS9	MCS0	MCS7	MCS8	MCS9
-98	-80	-77	-	-95	-77	-	-72	-92	-74	-	-69
	HE20				HE	40			HE	80	
MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11
-98	-80	-75	-70	-95	-77	-72	-67	-92	-74	-69	-64

2.4GHZ TX POWER TARGET (PER CHAIN)			
Rate	Pout (dBm)		
MCS0 HT20	22		
MCS7 HT20	19		
MCS8 VHT20	18		
MCS9 VHT40	17		
MCS11 HE40	15		

5GHZ TX POWER TARGET (PER CHAIN)		
Rate	Pout (dBm)	
MCS0, VHT20	22	
MCS7, VHT40, VHT80	16.5	
MCS9, VHT40, VHT80	15	
MCS11, HE20, HE40, HE80	12.5	

PERFORMANCE AND CAPACITY		
Peak PHY Rates	<ul> <li>2.4GHz: 574 Mbps</li> <li>5GHz: 2400 Mbps</li> </ul>	
Client Capacity	Up to 512 clients per AP	
SSID	• Up to 31 per AP	

RUCKUS RADIO MANAGEMENT			
Antenna Optimization	<ul> <li>BeamFlex+</li> <li>Polarization Diversity with Maximal Ratio Combining (PD-MRC)</li> </ul>		
Wi-Fi Channel Management	<ul><li>ChannelFly</li><li>Background Scan Based</li></ul>		
Client Density Management	<ul> <li>Adaptive Band Balancing</li> <li>Client Load Balancing</li> <li>Airtime Fairness</li> <li>Airtime-based WLAN Prioritization</li> </ul>		
SmartCast Quality of Service	<ul> <li>QoS-based scheduling</li> <li>Directed Multicast</li> <li>L2/L3/L4 ACLs</li> </ul>		
Mobility	• SmartRoam		
Diagnostic Tools	<ul><li>Spectrum Analysis</li><li>SpeedFlex</li></ul>		

RF	
Antenna Type	<ul> <li>BeamFlex+ adaptive antennas with polarization diversity</li> <li>Adaptive antenna that provides unique antenna patterns per band</li> </ul>
Antenna Gain (max)	• Up to 3dBi
Peak Transmit Power (Tx port/ chain + Combining gain)	<ul><li> 2.4GHz: 26dBm</li><li> 5GHz: 28 dBm</li></ul>
Frequency Bands	<ul> <li>ISM (2.4-2.484GHz)</li> <li>U-NII-1 (5.15-5.25GHz)</li> <li>U-NII-2A (5.25-5.35GHz)</li> <li>U-NII-2C (5.47-5.725GHz)</li> <li>U-NII-3 (5.725-5.85GHz)</li> </ul>

2.4GHZ RECEIVE SENSITIVITY (dBm)							
нт	20	HT40		VH	T20	VH	T40
MCS0	MCS7	MCS0	MCS7	MCS0	MCS7	MCS0	MCS7
-93	-75	-90	-72	-93	-75	-90	-72
	HE 20				HE	40	
MCS0	MCS7	MCS9	MCS11	MCS0	MCS7	MCS9	MCS11
-93	-75	-70	-64	-90	-72	-67	-61

Indoor Wi-Fi 6 (802.11ax) 4x4:4 Wi-Fi Access Point with 2.5Gbps backhaul and 6 spatial streams

NETWORKING	
Controller Platform Support	<ul> <li>SmartZone</li> <li>ZoneDirector</li> <li>Standalone</li> <li>Unleashed</li> </ul>
Mesh	<ul> <li>SmartMesh<sup>™</sup> wireless meshing technology. Self-healing Mesh</li> </ul>
IP	• IPv4, IPv6, dual-stack
VLAN	<ul> <li>802.1Q (1 per BSSID or dynamic per user based on RADIUS)</li> <li>VLAN Pooling</li> <li>Port-based</li> </ul>
802.1x	Authenticator & Supplicant
Tunnel	• L2TP, GRE, Soft-GRE
Policy Management Tools	<ul> <li>Application Recognition and Control</li> <li>Access Control Lists</li> <li>Device Fingerprinting</li> <li>Rate Limiting</li> </ul>
IoT Capbale	• Yes

POWER <sup>1</sup>					
Power Supply	Operating Characteristics	Max Power Consumption			
802.3af PoE	<ul> <li>2.4GHz radio: 2x2, 19dBm per chain</li> <li>5GHz radio: 2x4, 20dBm per chain</li> <li>2nd Ethernet port, onboard IoT &amp; USB disabled</li> </ul>	12.25W			
802.3at PoE+	<ul> <li>Full Functionality</li> <li>2.4GHz radio: 2x2, 23 dBm per chain</li> <li>5GHz radio: 4x4, 22 dBm per chain</li> <li>2nd Ethernet Port, onboard IoT &amp; USB Enabled (3W)</li> </ul>	PoE+ : 21.59W DC Power: 21.46W			

CERTIFICATIONS AND COMPLIANCE				
Wi-Fi Alliance <sup>2</sup>	<ul> <li>Wi-Fi CERTIFIED<sup>™</sup> a, b, g, n, ac, ax</li> <li>Passpoint<sup>®</sup>, Vantage</li> </ul>			
Standards Compliance <sup>3</sup>	<ul> <li>EN 60950-1 Safety</li> <li>EN 60601-1-2 Medical</li> <li>EN 61000-4-2/3/5 Immunity</li> <li>EN 50121-1 Railway EMC</li> <li>EN 50121-4 Railway Immunity</li> <li>IEC 61373 Railway Shock &amp; Vibration</li> <li>UL 2043 Plenum</li> <li>EN 62311 Human Safety/RF Exposure</li> <li>WEEE &amp; RoHS</li> <li>ISTA 2A Transportation</li> </ul>			

SOFTWARE AND SERVICES	
Location Based Services	• SPoT
Network Analytics	SmartCell Insight (SCI)
Security and Policy	Cloudpath

ORDERING INFORMATION			
901-R650-XX00	• R650 dual-band (5GHz and 2.4GHz concurrent) 802.11ax wireless access point, 4x4:4 + 2x2:2 streams, adaptive antennas, dual ports, onboard BLE and Zigbee, PoE support. Includes adjustable acoustic drop ceiling bracket. One Ethernet port is 2.5GbE. Does not include power adaptor.		

See Ruckus price list for country-specific ordering information. Warranty: Sold with a limited lifetime warranty.

For details see: <u>http://support.ruckuswireless.com/warranty</u>.

PHYSICAL INTERFACES	
Ethernet	<ul> <li>One 2.5Gbps Ethernet port and one 1Gbps Ethernet port</li> <li>Power over Ethernet (802.3af/at) with Category 5/5e/6 cable</li> <li>LLDP</li> </ul>
USB	• 1 USB 2.0 port, Type A

PHYSICAL CHARACTERISTICS	
Physical Size	<ul> <li>22.4cm (L), 19.4cm (W), 4.7cm (H)</li> <li>8.8in (L) x 7.6in (W) x 1.9in (H)</li> </ul>
Weight	<ul><li>0.854 kg</li><li>1.88 lbs</li></ul>
Mounting	<ul><li>Wall, acoustic ceiling, desk</li><li>Secure bracket (sold separately)</li></ul>
Physical Security	<ul> <li>Hidden latching mechanism</li> <li>T-bar Torx</li> <li>Bracket (902-0120-0000) Torx screw &amp; padlock (sold separately)</li> </ul>
Operating Temperature	• 0°C (32°F) - 50°C (122°F)
Operating Humidity	• Up to 95%, non-condensing

 $^{1}\ \mathrm{Max}$  power varies by country setting, band, and MCS rate.

 $^{2}$  For complete list of WFA certifications, please see Wi-Fi Alliance website.

 $^{3}$  For current certification status, please see price list.

Indoor Wi-Fi 6 (802.11ax) 4x4:4 Wi-Fi Access Point with 2.5Gbps backhaul and 6 spatial streams

OPTIONAL ACCESSORIES		
902-0180-XX00	• PoE Injector (60W)	
902-1170-XX00	• Power Supply (48V, 0.75A, 36W)	
902-1180-XX00	• Multigigabit PoE injector (2.5/5/10)-BaseT PoE port, 60W	
902-0120-0000	Spare, Accessory Mounting Bracket	
902-0195-0000	• Spare, T-bar ceiling mount kit for mounting to flush frame ceiling	

PLEASE NOTE: When ordering Indoor APs, you must specify the destination region by indicating -US, -WW, or -Z2 instead of XX. When ordering POE injectors or power supplies, you must specify the destination region by indicating -US, -EU, -AU, -BR, -CN, -IN, -JP, -KR, -SA, -UK, or -UN instead of -XX. For access points, -Z2 applies to the following countries: Algeria, Egypt, Israel, Morocco, Tunisia, and Vietnam.

#### About RUCKUS Networks

RUCKUS Networks builds and delivers purpose-driven networks that perform in the demanding environments of the industries we serve. Together with our network of trusted go-to-market partners, we empower our customers to deliver exceptional experiences to the guests, students, residents, citizens and employees who count on them.

#### www.ruckusnetworks.com

Visit our website or contact your local RUCKUS representative for more information.

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## RUCKUS<sup>®</sup> ICX 7850

Enterprise aggregation/core stackable switch

# High performance core switches for next generation 100G campus

New user demands and technology advances are increasingly putting pressure on campus networks requiring them to scale to support more devices and deliver more bandwidth. The rapid growth in wireless traffic, accelerated by the adoption of 802.11ac and 802.11ax Wi-Fi, is propelling the migration from 1GbE to Multigigabit at the access and, driving the need for faster networks at the aggregation and core. Workgroups and data center servers are migrating from 1GbE connectivity to 10GbE Copper or 25GbE Fiber with 100GbE uplinks to keep up with application demands.



#### Benefits

#### Premium core/aggregation switching

- Network core layer can be distributed across the campus, deploying ports and switching capacity where they are needed.
- The performance, scalability, and availability of a highend enterprise-class chassis.
- The deployment flexibility of fixed form factor switches

#### 40GbE and 100GbE for maximum performance

- Up to 32x 40/100 GbE ports per switch.
- Up to 8x 100 GbE stacking ports, 1.6 Tbps of stacking bandwidth per switch.
- Deliver the performance and scalability required by future generations of wireless access points, IoT and LTE devices.

#### Highly resilient core switching

- Redundant, hot-swappable power supplies and fans
- In-Service Software Upgrades (ISSU)
- Multi-Chassis Trunking (MCT) for core failover with load-balancing

#### · Hitless stack insertion and removal

#### Market-leading stacking scalability

- Up to 12 switches per stack
- Up to 10 km using standard optics or cables
- Up to 8x 40/100GbE standard QSFP28 stacking ports

#### Advanced L3 routing delivers design flexibility

- IPv4 and IPv6
- BGP, OSPF, VRRP, PIM, PBR, VRF

## Data center leaf/spine deployment with 25 & 100 GbE

- Up to 48x 10/25GbE port per leaf switch for server connectivity
- Up to 48x 10GBASE-T copper ports per leaf switch for server connectivity
- Up to 32x 40/100 GbE ports per spine switch

#### Security and data privacy

• MACsec 128-bit and 256-bit data encryption ensures compliance and data confidentiality

Organizations are rapidly migrating applications from private data centers to the cloud requiring always-on, reliable, highspeed connections to the cloud and resulting in reduced data centers size for which most large chassis/routers are overkill and too complex and expensive to deploy.

Traditional enterprise networks were architected to utilize chassis systems to deliver reliable, high-speed, and scalable routing capabilities to the campus. With recent advances in network processors these capabilities can be packaged into a more flexible stackable switch design. This opens the door to new network architectures where the core can be distributed across the campus, deploying ports and switching capacity directly where they are needed.

The RUCKUS® ICX® 7850 Switch is designed to meet these new challenges. It delivers non-blocking line-rate performance on all ports concurrently, with a switching capacity up to 6.4 Tbps. It supports the next generation Ethernet speeds with 10/25 Gigabit Ethernet at the aggregation and 40/100 Gigabit Ethernet at the core to meet high volume of traffic driving from the edge into the core. It also supports a rich array of routing protocols and delivers a range of high-availability hardware and software features.

Like the rest of the ICX family, the ICX 7850 also offers a range of features designed to simplify network deployment and management such as advanced stacking, and zero touch provisioning.

### 10 GbE AND 25 GbE Aggregation/Core Switches



The RUCKUS® ICX® 7850 stackable aggregation switches come in 1/10 GbE and 1/10/25 GbE models. Both come standard with 8-ports of 40/100 GbE for stacking or uplinks. The 1/10 GbE model offers 48x 1/10 GbE ports with MACsec and LRM, the 1/10/25 GbE model offers 48x 1/10/25 GbE ports and 8x 40/100GbE ports for uplinks or stacking. The switches are targeted at demanding enterprise customers who need a high performance, highly reliable aggregation/core switch or as top of the rack switches in the data center.

### 40/100 GbE Aggregation/Core Switches



The ICX 7850-32Q aggregation/core switch comes standard with 32 40/100 GbE ports and up to 8 of these ports can be used for stacking. The QSFP28 ports are capable of native 40 GbE or 100 GbE Ethernet, or may be broken out to 4x10 Gbps or 4x25 Gbps links to give up to 128 10/25GbE ports for server aggregation in a Data Center, or switch aggregation in the campus.

## 10GBASE-T Access/Aggregation Switch



The Ruckus<sup>®</sup> ICX<sup>®</sup> 7850-48C offers 48x 1/10G GbE copper ports (10GBASE-T) and 8x 40/100GbE ports for uplinks or stacking. The switch is targeted at enterprise customers who need a high performance, highly reliable copper aggregation switch or a top of the rack switches in the data center to connect servers with 10GbE copper Ethernet ports.

RUCKUS ICX 7850	
	fan tray slots in the back, one RJ-45 Ethernet port for out-of-band network management, one USB
Plane and the second se	<ul> <li>sole management, and one USB Type A port for external file storage.</li> <li>RUCKUS ICX 7850-32Q <ul> <li>32x 40/100 GbE QSFP28 ports supporting native 40 GbE or 100 GbE, or breakout* to 4x10 GbE or 4x25 GbE</li> <li>Up to 8 of the rightmost QSFP28 ports as stacking ports</li> <li>2x hot-swappable load sharing power supplies and 6x hot- swappable fan assemblies with reversible airflow options (Power supplies and FAN airflows must be the same)</li> </ul> </li> </ul>
	<ul> <li>RUCKUS ICX 7850-48FS</li> <li>48x 1/10 GbE SFP+ ports with 128/256 bit MACsec and LRM support</li> <li>8x 40/100 Gbps QSFP28 ports supporting native 40 GbE or 100 GbE, or breakout* to 4x10 GbE or 4x25 GbE</li> <li>Up to 8 of the QSFP28 ports as stacking ports</li> <li>2x hot-swappable load sharing power supplies and 5x hot- swappable fan assemblies with reversible airflow options (Power supplies and FAN airflows must be the same)</li> </ul>
	<ul> <li>RUCKUS ICX 7850-48F</li> <li>48x 1/10/25 GbE SFP28 ports</li> <li>8x 40/100 GbE QSFP28 ports supporting native 40 GbE or 100 GbE, or breakout* to 4x10 GbE or 4x25 GbE</li> <li>Up to 8 of the QSFP28 ports as stacking ports</li> <li>2x hot-swappable load sharing power supplies and 5x hot- swappable fan assemblies with reversible airflow options (Power supplies and FAN airflows must be the same)</li> </ul>
	<ul> <li>RUCKUS ICX 7850-48C</li> <li>48x 1/10G GbE RJ45 ports</li> <li>8x 40/100 Gbps QSFP28 ports supporting native 40 GbE or 100 GbE, or breakout* to 4x10 GbE or 4x25 GbE</li> <li>Up to 8 of the QSFP28 ports as stacking ports</li> <li>2x hot-swappable load sharing power supplies and 5x hot- swappable fan assemblies with reversible airflow options (Power supplies and FAN airflows must be the same)</li> </ul>
	<ul> <li>RUCKUS ICX 7850-32Q Rear View</li> <li>2 power supply slots for RPS19-E or RPS19-I power supplies</li> <li>6 fan tray slots for ICX-FAN-12-E or ICX-FAN12-I fans</li> </ul>
	<ul> <li>RUCKUS ICX 7850-48C, -48F and -48FS Rear View</li> <li>2 power supply slots for RPS19-E or RPS19-I power supplies</li> <li>5 fan tray slots for ICX-FAN12-E or ICX-FAN12-I</li> </ul>

\* Breakout not supported with stacking.

## **Enterprise-Class Features Across RUCKUS ICX Switches**

The RUCKUS ICX switch family delivers the enterprise class features for flexibility, scalability and simplified management.

- RUCKUS Campus Fabric technology delivers unmatched flexibility, scalability and simplified management for campus network deployments. Incorporating all of the ICX 7000 switch families with up to 1800 ports in a single logical domain, Campus Fabric allows customers the benefits of a traditional chassis, with the flexibility of stackable switches at a dramatically reduced Total Cost of Ownership (TCO).
- Advanced stacking goes beyond traditional stacking with capabilities that take flexibility, ease of management and cost effectiveness to then next level, including:
  - Stacking on standard Ethernet ports
  - Long-distance stacking
  - No hardware module required for stacking
  - In Service Software Upgrade (ISSU) to minimize downtime
  - Superior scalability with the industry-leading number of switches per stack
  - Stacking at the access, aggregation and core layers
- · Enterprise-Class Availability to improve resiliency and minimize downtime, including:
  - Hitless stack failover
  - Hot-insertion/removal of stack members
  - Redundant power supplies
  - In Service Software Upgrades for switch stacks
- RUCKUS offers a broad range of unified management solutions for organizations of all types and sizes:
  - RUCKUS Analytics is a cloud service for network analytics and assurance powered by AI/ML.
  - RUCKUS SmartZone<sup>™</sup> network controllers deliver the scale, flexibility to support the most sophisticated deployment scenarios.
  - RUCKUS Cloud<sup>™</sup> eliminates on-premises controllers and management software, moving network management to the cloud.
  - RUCKUS Unleashed<sup>™</sup> is a simple-to-setup, easy-to-run management solution in a package designed for small businesses.
- On-boarding and security policies across ICX switches and wireless networks with Ruckus Cloudpath.
- OpenFlow 1.3 protocol support in hybrid mode allows user to deploy traditional Layer 2/3 forwarding with OpenFlow on the same port for Software Defined Network (SDN) enabled programmatic control of the network
- · Open Standards based management, monitoring and authentication
  - sFlow-based network monitoring to help analyze traffic statistics and trends on every link and overcome unexpected network congestion
  - Open-standards management includes Command Line Interface (CLI), Secure Shell (SSHv2), Secure Copy (SCP), and SNMPv3
  - Support for Access Controller Access Control System (TACACS/TACACS+) and RADIUS authentication helps ensure secure operator access
  - LLDP and LLDP-MED protocol support for configuring, discovering, and managing network infrastructure such as QoS, security policies, VLAN assignments, PoE power levels, and service priorities

## RUCKUS ICX 7850 Switch Feature/Model Comparison

	40/100 GbE Switch	1/10 GbE Switch	1/10/25 GbE Switch	10GBASE-T Switch
	RUCKUS ICX 7850-32Q	RUCKUS ICX 7850-48FS	RUCKUS ICX 7850-48F	RUCKUS ICX 7850-48C
Feature		SPECIFIC	CATIONS	
Switching capacity (data rate, full duplex, stacking enabled)	6.4 Tbps	2.56 Tbps	4.0 Tbps	2.56 Tbps
Forwarding capacity (data rate, full duplex, stacking enabled)	2.0 Bpps	1.9 Bpps	2.0 Bpps	1.9 Bpps
1/10 Gbps SFP+ downlinks		48		
1/10/25 Gbps SFP28 downlinks			48	
1/10 Gbps RJ45 10GBASE-T downlinks				48
40/100 Gbps QSFP28 ports	32	8	8	8
Max ports usable for stacking	8	8	8	8
Base IPv4/v6 Layer 3 routing (static routing, RIP)	Standard			
Advanced IPv4/v6 Layer 3 routing (OSPF, BGP, VRRP, PIM, PBR, VRF)	With license			
MACsec 128/256bit	N/A	With license	N/A	N/A
Aggregated stacking bandwidth	9.6 Tbps			
Stacking density (maximum switches in a stack)	12			
Maximum stacking distance (distance between stacked switches)	10 km			

Feature	POWER			
Power inlet		C14		
Input voltage/frequency	AC: 100 to 240 VAC @ 50 to 60 Hz, -48V to -60V DC			
Power supply rated maximum	2 x 650W			
Airflow	Front-to-back, or back-to-front (depending on power supplies and fans installed)			
Switch power utilization¹ (25°C) Typical Maximum	336.5 W         336.5 W         282.4 W         254.4 W           479.6 W         443.1 W         396.2 W         363.0 W			
Switch heat dissipation¹ (25°C) Typical Maximum	1149 BTU/hour 1637 BTU/hour	1149 BTU/hour 1512 BTU/hour	963.7 BTU/hour 1352 BTU/hour	888.7 BTU/hour 1240 BTU/hour

Feature	ENVIRONMENT			
Weight <sup>1</sup>	9.1kg (20lb)	9.1kg (20lb)	8.8kg (19.4lb)	9.1 kg (20Lb)
Dimensions	43.7mm (1.72in) H 440mm (17.32in) W 444.5mm (17.5 in) D	43.7mm (1.72in) H 440mm (17.32in) W 444.5mm (17.5 in) D	43.7mm (1.72in) H 440mm (17.32in) W 444.5mm (17.5 in) D	43.7mm (1.72in) H 440mm (17.32in) W 444.5mm (17.5 in) D
Acoustics <sup>1</sup> (25°C, ISO 7779)	50.6 dBA	50.3 dBA	50.3 dBA	50.3 dBA
MTBF <sup>1</sup> (25°C)	490,449	307,563	479,191	222,514

<sup>1</sup> Switch includes two AC power supplies, 5 fans for 48F and 48FS, 6 fans for 32Q

## **RUCKUS ICX 7850 Specifications**

Feature	CAPABILITIES
Connector options	<ul> <li>1/10 Gbps SFP+ ports</li> <li>1/10 Gbps RJ45 ports</li> <li>1/10/25 Gbps SFP28 ports</li> <li>40/100 Gbps QSFP28 ports</li> <li>Out-of-band Ethernet management: 10/100/1000 Mbps RJ-45</li> <li>Console management: USB type C (Type C plug) and RJ45</li> <li>File Transfer: USB port, standard-A plug</li> <li>For the latest information about supported optics, please visit www.ruckusnetworks.com/optics.</li> </ul>
DRAM	• 4 GB
NVRAM (flash)	• 32 GB
Packet Buffer Size	• 32 MB
Maximum VLANs	• 4095
Maximum PVLANs	• 256
Maximum STP (spanning trees)	• 254
Maximum VEs	• 512

FEATURES	
Maximum MAC Addresses	• 96K*
Maximum routes (in hardware)	<ul> <li>128K* (IPv4)</li> <li>7K* (IPv6)</li> <li>20K* (Next Hop Addresses)</li> </ul>
Trunking	<ul><li>Maximum ports per trunk: 16</li><li>Maximum trunk groups: 256</li></ul>
Maximum jumbo frame size	• 9,216 bytes
Average latency	• 0.8 µs
QoS priority queues	10 for Unicast and Multicast traffic
Multicast Groups	<ul> <li>8,192 (Layer 2)</li> <li>8,192 (Layer 3)</li> </ul>
VRF	128 instances

\* Multiple profiles available.

Feature		CAPABILITIES
Layer 2 switching	<ul> <li>802.1s Multiple Spanning Tree</li> <li>802.1x Authentication</li> <li>Auto MDI/MDIX</li> <li>BPDU Guard, Root Guard</li> <li>Dual-Mode VLANs</li> <li>Dynamic Voice VLAN Assignment</li> <li>Dynamic VLAN Assignment</li> <li>Fast Port Span</li> <li>GVRP: GARP VLAN Registration Protocol</li> <li>IGMP Snooping (v1/v2/v3)</li> <li>IGMP Proxy for Static Groups</li> <li>IGMP v2/v3 Fast Leave</li> <li>Inter-Packet Gap (IPG) adjustment</li> <li>Link Fault Signaling (LFS)</li> <li>MAC Address Filtering</li> <li>MAC Learning Disable MLD Snooping (v1/v2)</li> <li>Multi-device Authentication</li> </ul>	<ul> <li>Per-VLAN Spanning Tree (PVST/PVST+/PVRST)</li> <li>Mirroring - Port-based, ACL-based, MAC Filter-based, and VLAN-based</li> <li>PIM-SM v2 Snooping</li> <li>Port Loop Detection</li> <li>Private VLAN</li> <li>Remote Fault Notification (RFN)</li> <li>Single-instance Spanning Tree</li> <li>Trunk Groups (static, LACP)</li> <li>Uni-Directional Link Detection (UDLD)</li> <li>Metro-Ring Protocol (MRP) (v1, v2)</li> <li>Virtual Switch Redundancy Protocol (VSRP)</li> <li>Topology Groups</li> <li>Q-in-Q and selective Q-in-Q</li> <li>VLAN Mapping</li> <li>MCT (RUCKUS Multi-Chassis Trunking)</li> </ul>
Base Layer 3 IP routing	<ul> <li>IPv4 and IPv6 static routes</li> <li>RIP v1/v2, RIPng</li> <li>ECMP</li> <li>Port-based Access Control Lists</li> <li>Layer 3/Layer 4 ACLs</li> </ul>	<ul> <li>Host routes</li> <li>Virtual Interfaces</li> <li>Routed Interfaces</li> <li>Route-only Support</li> <li>Routing Between Directly Connected Subnets</li> </ul>

## RUCKUS ICX 7850 Specifications (continued)

Premium Layer 3 IP routing (with software license)	<ul> <li>IPv4 and IPv6 dynamic routes</li> <li>OSPF v2, OSPF v3 (IPv6)</li> <li>PIM-SM, PIM-SSM, PIM-DM, PIM passive (IPv4/IPv6 multicast routing functionality)</li> <li>PBR</li> <li>Virtual Route Redundancy Protocol VRRP v3 (IPv6)</li> </ul>	<ul> <li>VRRP-E (IPv4, IPv6) BGP4, BGP4+ (IPv6)</li> <li>GRE</li> <li>IPv6 over IPv4 tunnels</li> <li>VRF-lite (IPv4 and IPv6)</li> <li>MSDP</li> </ul>
Quality of Service (QoS)	<ul> <li>ACL Mapping and Marking of ToS/DSCP (CoS)</li> <li>ACL Mapping and Marking of 802.1p</li> <li>ACL Mapping to Priority Queue</li> <li>Classifying and Limiting Flows Based on TCP Flags</li> <li>DiffServ Support</li> <li>Honoring DSCP and 802.1p (CoS)MAC Address Mapping to Priority Queue</li> </ul>	<ul> <li>Priority Queue Management using Weighted Round Robin (WRR), Strict Priority (SP), and a combination of WRR and SP</li> </ul>
Traffic management	<ul> <li>ACL-based inbound rate limiting and traffic policies</li> <li>Broadcast, multicast, and unknown unicast rate limiting</li> </ul>	<ul><li>Inbound rate limiting per port</li><li>Outbound rate limiting per port and per queue</li></ul>
Security	<ul> <li>MACsec (with license)</li> <li>802.1X authentication</li> <li>MAC authentication</li> <li>Flexible authentication</li> <li>Web authentication</li> <li>DHCP snooping</li> <li>Dynamic ARP inspection</li> <li>Neighbor Discovery (ND) Inspection</li> <li>Tri-level Access Mode (EXEC, Privileged EXEC and Global Configuration)</li> <li>EAP pass-through support</li> <li>IEEE 802.1X username export in sFlow</li> </ul>	<ul> <li>Protection against Denial of Service (DoS) attacks Authentication, Authorization, and Accounting (AAA)</li> <li>MAC Address Locking MAC Port Security</li> <li>Advanced Encryption Standard (AES) with SSHv2</li> <li>RADIUS/TACACS/TACACS+</li> <li>Secure Copy (SCP)</li> <li>Secure Shell (SSHv2)</li> <li>Local Username/Password</li> <li>Change of Authorization (CoA) RFC 5176</li> <li>Trusted Platform Module</li> <li>Protected ports</li> </ul>
IEEE standards compliance	<ul> <li>802.1AB LLDP</li> <li>802.1D MAC Bridging</li> <li>802.1p Mapping to Priority Queue</li> <li>802.1s Multiple Spanning Tree (MST)</li> <li>802.1w Rapid Reconfiguration of Spanning Tree</li> <li>802.1x Port-based Network Access Control (PNAC)</li> <li>802.3 Carrier Sense Multiple Access/Collision Detection (CSMA/CD)</li> <li>802.3x Full duplex and Flow Control</li> </ul>	<ul> <li>802.3z 1000Base-SX/LX</li> <li>802.3 MAU MIB (RFC 2239)</li> <li>802.3ba 40 and 100 Gbps Ethernet</li> <li>802.1AE-MACsec (with license)</li> <li>802.1Q VLAN Tagging</li> <li>802.1BR Bridge Port Extension</li> <li>802.3ab 1000BASE-T</li> <li>802.1 AX-2008 Link Aggregation</li> <li>802.3ae 10 Gigabit Ethernet</li> </ul>
IETF RFC standards compliance	<ul> <li>For a complete list of RFCs supported by the RUCKUS FastIron<sup>®</sup> software platform, please consult the "FastIron Features and Standards Support Matrix" document available from <u>support.ruckuswireless.com</u>.</li> </ul>	
High availability	<ul> <li>Redundant hot-swappable power supplies</li> <li>Hot-swappable fan trays</li> <li>Layer 3 VRRP/VRRP-E protocol redundancy</li> <li>Real-time state synchronization across the stack</li> <li>Hitless failover and switchover from master to standby stack controller</li> </ul>	<ul> <li>Hot insertion and removal of stacked units</li> <li>Layer 2 VSRP switch redundancy</li> <li>In Service Software Update (ISSU)</li> <li>Multi Chassis Trunking (MCT)</li> </ul>
Management	<ul> <li>DHCP Auto Configuration</li> <li>Configuration Logging</li> <li>Digital Optical Monitoring</li> <li>Display Log Messages on Multiple Terminals</li> <li>Embedded Web Management (HTTP/HTTPS)</li> <li>Embedded DHCP Server</li> <li>Industry-standard Command Line Interface (CLI)</li> <li>RUCKUS SmartZone, RUCKUS Cloud, RUCKUS UnleashedEasy activation of optional software features</li> <li>USB file management and storage</li> <li>Boot from USB storage</li> <li>Macro for batch execution</li> <li>Out-of-band Ethernet Management</li> <li>ERSPAN support for remote traffic monitoring</li> <li>RSPAN</li> <li>TFTP</li> <li>TELNET Client and Server</li> <li>Bootp</li> </ul>	<ul> <li>SNMPv1/v2c</li> <li>DHCP Server and DHCP Relay</li> <li>SNMPv3 Intro to Framework</li> <li>Architecture for Describing SNMP Framework</li> <li>SNMP Message Processing and Dispatching</li> <li>SNMPv3 Applications</li> <li>SNMPv3 User-based Security Model</li> <li>SNMP View-based Access Control Model SNMP</li> <li>sFlow</li> <li>Network Time Protocol (NTP)</li> <li>Multiple Syslog Servers</li> <li>SCP</li> <li>EOAM (EFM-OAM)</li> <li>Virtual Cable Tester (VCT)</li> <li>For Management MIB, please consult the "FastIron MIB Reference" document available from support. ruckuswireless.com.</li> </ul>

## RUCKUS ICX 7850 Specifications (continued)

Feature	ENVIRONMENT	
Temperature	<ul> <li>Operating temperature: 0°C to 45°C/32°F to 113°F at sea level</li> <li>Storage temperature: -40°C to 70°C/-40°F to 158°F</li> </ul>	
Humidity	Operating relative humidity: 10% to 90% at 50°C, non-condensing Non-operating relative humidity: 10% to 90% at 70°C, non-condensing	
Altitude	<ul> <li>Operating altitude: 10,000 ft. (3,000 m) maximum</li> <li>Storage altitude: 39,000 ft. (12,000 m) maximum</li> </ul>	

Feature	COMPLIANCE/CERTIFICATION		
Electromagnetic emissions	FCC Class A (Part 15); EN 55022/CISPR-22 Class A; VCCI Class A; ICES-003 Electromagnetic Emission; AS/NZS 55022; EN 61000- 3-2 Power Line Harmonics; EN 61000-3-3 Voltage Fluctuation and Flicker EN 61000-6-3 Emission Standard		
Safety	CAN/CSA-C22.2 NO. 60950-1-07; UL 60950-1; IEC60950-1; EN 60950-1:2006 Safety of Information Technology Equipment; EN 60825-1 Safety of Laser Products		
Immunity	<ul> <li>EN 61000-6-1 Generic Immunity and Susceptibility; EN 55024 Immunity Characteristics; EN 61000-4-3 Radiated, Radio Frequency, Electromagnetic Field; EN 61000-4-4 Electrical Fast Transient; EN 61000-4-5 Surge; EN 61000- 4-6 Conducted Disturbances Induced by Radio-Frequency Fields; EN 61000-4-8 Power Frequency Magnetic Field; EN 61000-4-11 Voltage Di and Sags</li> </ul>		
Environmental regulatory compliance	• RoHS-compliant (6 of 6); WEEE-compliant		
Vibration	• IEC 68-2-36, IEC 68-2-6		
Shock and drop	• IEC 68-2-27, IEC 68-2-32		

## RUCKUS ICX 7850 Ordering Information

Part Number	SWITCH BUNDLES		
ICX7850-32Q-E2	RUCKUS ICX 7850 with 32× 40/100GbE QSFP28 ports, 2 AC power supplies and 6 fans included, front to back airflow. Requires ICX7850-PREM-LIC to use advanced L3 features. Optical transceivers sold separately.		
ICX7850-48F-E2	RUCKUS ICX 7850 with 48x 1/10/25GbE SFP28 and 8x 40/100 QSFP28 ports, 2 AC power supplies and 5 fans included, front to back airflow. Requires ICX7850-PREM-LIC to use advanced L3 features. Optical transceivers sold separately.		
ICX7850-48FS-E2	RUCKUS ICX 7850 with 48x 1/10GbE SFP+ and 8x 40/100 QSFP28 ports, 2 AC power supplies and 5 fans included, front to back airflow, MACsec. Requires ICX7850-PREM-LIC to use advanced Layer 3 features and ICX-MACSEC-LIC to use MACsec. Optical transceivers sold separately.		
ICX7850-48C-E2	RUCKUS ICX 7850 with 48x 1/10Gbps RJ45 and 8x 40/100 QSFP28 ports, 2 AC power supplies and 5 fans included, front to back airflow. Requires ICX7850-PREM-LIC to use advanced L3 features. Optical transceivers sold separately.		
Part Number	SWITCH BUNDLES WITH 3 YEARS REMOTE SUPPORT		

ICX7850-48FS-E2-RMT3	RUCKUS ICX 7850 with 48x 1/10GbE SFP+ and 8x 40/100 QSFP28 ports, 2 AC power supplies and 5 fans included, front to back airflow, MACsec. 3 years 24x7 remote support included. Requires ICX7850-PREM-LIC to use advanced L3 features and ICX-MACSEC-LIC to use MACsec. Optical transceivers sold separately.
Part Number	BARE SWITCHES
ICX7850-32Q	RUCKUS ICX 7850 with 32× 40/100GbE QSFP28 ports, power supplies and fans sold separately (up to 2 power supplies and 6 fans nor switch). Powers of CX7850, PEEM LIC to use advanced Lawer 3 features. Optical transceivers sold separately.

	fans per switch). Requires ICX7850-PREM-LIC to use advanced Layer 3 features. Optical transceivers sold separately.		
ICX7850-48F	RUCKUS ICX 7850 with 48x 1/10/25GbE SFP28 and 8x 40/100 QSFP28 ports, power supplies and fans sold separately (up to 2 power supplies and 5 fans per switch). Requires ICX7850-PREM-LIC to use advanced L3 features. Optical transceivers sold separately		
ICX7850-48FS	RUCKUS ICX 7850 with 48x 1/10GbE SFP+ and 8x 40/100 QSFP28 ports, power supplies and fans sold separately (up to 2 power supplies and 5 fans per switch), MACsec. Requires ICX7850-PREM-LIC to use advanced Layer 3 features and ICX-MACSEC-LIC to use MACsec. Optical transceivers sold separately		
ICX7850-48C	RUCKUS ICX 7850 with 48x 1/10Gbps RJ45 and 8x 40/100 QSFP28 ports, power supplies and fans sold separately (up to 2 power supplies and 5 fans per switch). Requires ICX7850-PREM-LIC to use advanced L3 features. Optical transceivers sold separately		

Part Number	POWER SUPPLIES AND FANS		
RPS19-E	650W AC power supply, front to back airflow, for the RUCKUS ICX 7850 (up to 2 per switch)		
RPS19-I	650W AC power supply, back to front airflow, for the RUCKUS ICX 7850 (up to 2 per switch)		
RPS19DC-E	650W DC power supply, front to back airflow, for the RUCKUS ICX 7850 (up to 2 per switch)ICX 7850 650W AC PSU, exhaust airflow, front to back airflow		
RPS19DC-I	650W DC power supply, back to front airflow, for the RUCKUS ICX 7850 (up to 2 per switch)ICX 7850 650W AC PSU, intake airflow, back to front airflow		
ICX-FAN12-E	Fan assembly, front to back airflow, for the RUCKUS ICX 7850 (up to 5 or 6 per switch depending on switch model)ICX 7850 exhaust airflow fan, front to back airflow		
ICX-FAN12-I	Fan assembly, back to front airflow, for the RUCKUS ICX 7850 (up to 5 or 6 per switch depending on switch model)ICX 7850 intake airflow fan, back to front airflow		

Part Number	FEATURE LICENSE AND ACCESSORIES	
ICX7850-PREM-LIC	CX 7850 advanced L3 License adds support for OSPF, BGP VRRP, PIM, PBR, VRF	
ICX-MACSEC-LIC	ICX MACsec license adds support for 128/256 bit MACsec encryption to ICX 7850	

OPTICS			
See Optics Datasheet at www.ruckusnetworks.com/ optics	RUCKUS offers a unique set of high-performance, reliable, and cost-effective optical transceivers to help enterprises and service providers meet the challenges of diverse network topologies. To ensure maximum quality, RUCKUS selects and tests the most reliable, highest-performing optical transceivers on the market, and then warrants their availability, capacity, and performance in RUCKUS® product." for a the specific list of optics supported by each ICX product see the Optics Datasheet at www.ruckusnetworks.com/optics.		

MANAGEMENT SOFTWARE			
RUCKUS SmartZone	SmartZone network controllers simplify network setup and management, enhance security, minimize troubleshooting and ease upgrades for networks built on RUCKUS switches and access points. Whether you're building complex multi-geo networks or delivering multi-tier managed networking services, SmartZone network controllers deliver the scale, flexibility and openness to support the most sophisticated deployment scenarios.		
RUCKUS Cloud	RUCKUS Cloud takes the complexity of deploying and managing a distributed network out. It enables faster response to organizational needs while also reducing IT overhead. RUCKUS Cloud eliminates the need to deploy on-premises controllers and management software, moving network management to the cloud. Your multi-site network can be centrally managed through a single pane of glass web-based UI and full-featured mobile app.		
RUCKUS Unleashed	Unleashed is a simple-to-setup, easy-to-run management solution in a package designed and priced for small businesses. With built-in controller functionality, there's no need to invest in a separate appliance for Wi-Fi control or in network management software. You can manage your entire network from your phone or web browser including all your APs and switches together.		

#### **Ordering Notes**

Customers have two options when ordering a RUCKUS ICX 7850 Switch. They can select one of the pre-built units from the "Switch Bundles" section, or they can build their own custom unit by selecting a "Bare Switch" and adding their choice of power supplies, fans, and port modules.

Pre-built units ordered from the "Switch Bundles" section include a USA power cord, tool-less rack mount kit, and a DB9-RJ45 serial console cable. Units ordered from the "Bare Switches" section include tool-less rack mount kit and a DB9-RJ45 serial console cable.

AC power supplies ordered separately do not include a power cord, power cord must be ordered separately. Stacking and data cables must be ordered separately.

#### Warranty

RUCKUS ICX 7850 Switches are covered by the RUCKUS Assurance Limited Lifetime Warranty. For details, visit <u>www.</u> <u>ruckuswireless.com/warranty</u>.

#### **Best-in-Class Support**

RUCKUS ICX 7850 switches come with 90 days of free technical support from the RUCKUS Technical Assistance Center (TAC). For continued access to the TAC past the initial 90 days, customers must purchase a RUCKUS Technical Support contract. For details, visit <u>support.ruckuswireless.com/</u> <u>programs</u>.

#### Legal Disclaimer

Product features, functionality and specifications may change or be discontinued without notice. Nothing in this document shall be deemed to create a warranty of any kind, either express or implied, statutory or otherwise, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, non- infringement of third-party rights or availability with respect to any products and services.

Refer to <u>www.ruckusnetworks.com</u> for the latest version of this document.

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#### About Ruckus Networks

Ruckus Networks, a CommScope business, builds and delivers purpose-driven networks that perform in the demanding environments of the industries we serve. Together with our network of trusted go-tomarket partners, we empower our customers to deliver exceptional experiences to the guests, students, residents, citizens and employees who count on them.

#### www.ruckusnetworks.com

Visit our website or contact your local RUCKUS representative for more information.

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#### END USER WATCHDOG PREMIUM SUPPORT: SIMPLY BETTER SUPPORT

Ruckus Wireless offers two support programs, both delivering high-quality, knowledgeable, and responsive worldwide technical support for its Smart Wi-Fi Systems.

Resellers and distributors can offer their customers either End User WatchDog Premium Support, or Partner WatchDog Premium Support. This document discusses End User WatchDog Premium Support.

#### Smart Wi-Fi Systems: End User WatchDog Premium Support Deliverables

End User WatchDog Premium Support provides the following to ensure the reliability and functionality of your system:

- 24x7x365 access to Ruckus technical support professionals through the Ruckus Support Web, phone, and chat.
- Software updates and upgrades, including bug fixes and maintenance releases, as available, for controllers and APs.
- Advance Hardware Replacement on controllers.

For most customers, End User WatchDog is all they need for high-quality support of their infrastructure. For coverage, customers must buy support on the controller and on all AP licenses installed on the controller. Customers should purchase the same term support (1, 3, 5 years) on both the controller and the AP licenses. For customers looking for faster parts replacement or for customers with APs not connected to controllers, there are additional options

#### For Access Points: WatchDog AP Advance Hardware Replacement (Separate Offer, Optional)

Under warranty, parts are replaced on a Return to Factory (RTF) basis. Indoor access points are sold including a limited lifetime warranty. Outdoor access points are sold with a 1-year warranty. Click <u>here</u> for Warranty Information.

In the unlikely event of a hardware failure, customers may benefit from the additional speed and convenience offered through the WatchDog AP Advance Replacement service. This service can be purchased as an add-on to the End User WatchDog Premium Support offer.

#### End User Standalone Access Point Support (Only for Access Points not Connected to a Controller)

For Access Points that are not connected to a controller, Ruckus provides a full suite of deliverables with Standalone Access Point Support, including:

- Ruckus Support Web access, plus phone and chat support.
- Software updates and upgrades, as available
- Advance Replacement on Access Point hardware.

Note that the End User Standalone Access Point Support should only be purchased by customers who don't have their access points connected to a controller.

#### **Additional Details on Deliverables**

Web, Phone, and Chat support. Ruckus Web support is available at <u>http://support.ruckuswireless.com</u>, and contains comprehensive product information including information available only to Premium Support customers.

Technical support from a Ruckus Technical Support Engineer is available via phone or chat. Telephone calls are answered by a customer service agent who collects initial information and assesses the severity of the situation in order to set appropriate priorities.

#### **Software Updates and Upgrades**

Ruckus software products are covered by a 90-Day Warranty. During the first 90 days following shipment of the hardware product from Ruckus, customers are entitled to upgrade to the latest software release which may include bug fixes that enable the Product to perform as stated in the then-current documentation. After 90 days, Watchdog Premium Support customers will receive software upgrades, as available, for the applicable hardware for the term of the support contract.

Software documentation is accessible via the Ruckus Support Web Site, <u>http://support.ruckuswireless.com.</u>

#### **Advance Hardware Replacement**

WatchDog Premium Support customers are entitled to advance hardware replacement for a failed controller unit in advance of return shipment. Premium support customers must ship failed unit(s) to Ruckus within fifteen (15) business days from the date of receipt of replacement product(s). Ruckus reserves the right to bill customers for units not shipped within this time. The replacement unit may be either refurbished or new, at the option of Ruckus.

WatchDog AP Advance Hardware Replacement Customers are eligible to receive advance AP replacement for a failed unit. AP Advance Hardware Replacement customers must ship failed units to Ruckus within fifteen (15) business days from the date of receipt of replacement product(s). Ruckus reserves the right to bill customers for units not shipped within this time. The replacement unit may be either refurbished or new, at the option of Ruckus.

Within North America, replacement shipments requested by 3 PM Pacific Time Monday through Friday are made via overnight service to arrive next business day. Outside of North America, replacement shipments are made via overnight service within two business days; actual delivery times will vary.

With Advance Replacement, Ruckus pays for shipment of both the replacement unit and for return of the failed unit. Customers who do not ship failed units back to Ruckus within fifteen (15) calendar days are liable for the full retail value of the replacement unit.

#### **End User Support Summary**

PURPOSE	FOR SMART WI-FI SYSTEM SUPPORT	OPTIONAL HW REPLACEMENT OFFER	APs NOT CONNECTED TO CONTROLLERS
SUPPORT DELIVERABLES	WATCHDOG PREMIUM SUPPORT	WATCHDOG AP ADVANCE REPLACEMENT	STANDALONE AP SUPPORT
PHONE/WEB/CHAT SUPPORT FROM RUCKUS ENGINEERS	24x7x365	N/A	24x7x365
SUPPORT WEB ACCESS	Premium	N/A	Premium
ADVANCE HARDWARE REPLACEMENT	Controller only	AP only	AP only
SOFTWARE UPDATES AND UPGRADES, AS AVAILABLE	Controller and attached APs	N/A	Yes, AP only
DURATION	One year min., multi-year discounts available	One year min., multi-year discounts available	One year min., multi-year discounts available

#### **Contact Information**

The Technical Assistance Center is the primary contact point for all support related issues. Phone contact is the preferred method for P1/P2 issues where poartners need Ruckus assistance, for more information please visit us at <u>https://support.ruckuswireless.</u> <u>com/contact-us</u>

#### **Ruckus Escalation Procedures**

#### **Escalation Flow**

Partners who require an immediate update on the status of a support issue can request Ruckus Support to engage the Duty Manager at any time. The escalation path is shown below.



### **CASE PRIORITIES AND SLAs**

#### **Ruckus Support Case Priorities and Service Level Agreements**

In the event partners require Ruckus assistance on high-priority cases, the below SLAs will apply from Ruckus to the partner. Partners are responsible for the SLAs to their customers.

	P-1 CRITICAL	P-2 HIGH	P-3 MEDIUM	P-4 LOW
PRIORITY DESCRIPTION	Network service is down and business is impacted. No known workaround	Network or service is impacted but not down. Business impact may be high. Workaround may be available.	Network or service is moderately impacted but most business remains functional.	Request for information, product documentation, or product enhancements.
INITIAL RESPONSE TIME (PENDING RUCKUS ACTION)	Within 30 Minutes	Within 2 Hours	Within One Day	Within One Day
CUSTOMER UPDATE FREQUENCY	Every hour	Every 12 hours	Every Day	Every 3 Days

All hours and days are calendar hours and days.

#### **ADDITIONAL SUPPORT DETAILS**

#### Hardware Repair/Replacement

#### Return to Factory (RTF) service

All returns must be authorized and assigned Return Materials Authorization (RMA) numbers in advance by a Ruckus Technical Support Engineer. To begin the RMA process, contact Ruckus Technical support via the web portal, chat, or phone. Be prepared to provide serial number(s) and a description of the problem. See <u>https://support.ruckuswireless.com/cases/new</u> for full details. Note that you will need a login.

#### Advance Replacement, If Applicable

U.S./Canada and EU Customers: Advance replacement units are shipped within one (1) business day Monday through Friday PST via overnight shipment. Delivery times will vary for locations outside of the U.S., Canada and EU.

#### Warranty Guidelines

The most updated Ruckus Warranty terms can be found at: http://support.ruckuswireless.com/warranty.

#### **Ruckus Support Locations**

Ruckus Support Operations are headquartered in Sunnyvale, CA, and we have a well-established Technical Wireless Center of Excellence in Bangalore. We have physical support labs in Sunnyvale and Bangalore, and have virtualized those labs to provide worldwide access if needed by our distributed support engineers. These organizations are supplemented remotely veteran support engineers around the world.

#### **ORDERING INFORMATION**

Ruckus End User WatchDog Services are available globally. For details, please contact your local Ruckus sales manager. The descriptions herein are provided for reference purposes only and summarize the offers of the Partner WatchDog Support Program. The Ruckus terms of service for such offering shall be solely set forth in the Ruckus WatchDog Support Services terms.

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**COMMSCOPE**<sup>•</sup> 1. **Definitions.** For purposes of this Warranty, (i) "Buyer" shall mean the individual or entity identified on the applicable purchase order or supply agreement (or. if different on Seller's quotation order or the order of the seller's quotation. (ii) "Seller" shall mean the CommScope entity identified on such entity's quotation, order acknowledgement, statement of

work or supply agreement, (iii) "Hardware" means equipment designed and manufactured by or on behalf of Seller, or any third-party manufacturer's equipment offered for sale by Seller to Buyer, (iv) "Product" shall mean a product manufactured by or on behalf of Seller pursuant to the applicable supply agreement, quotation or order acknowledgement, and includes any combination of Hardware and Software, (v) "Services" means site engineering, system integration, product installation, implementation, training, maintenance and technical support services for Products, or other professional services provided by Seller to Buyer. Services exclude managed services and hosted cloud services provided by Seller, (vi) "Software" means Seller-licensed software, either embedded or standalone, including any updates provided, and any other enhancements, modifications, and bug fixes provided thereto, in object code form only (unless otherwise specified), and any full or partial copies thereof. Software does not include software created or owned by third parties, including but not limited to MediaKind Software, Google's Android Software or any third party application software, and (vii) "Warranty Period" means, unless a different time period is set forth in Exhibit A, (a) for Hardware, one year from date of original shipment from Seller's facility, (b) for Software-only Products, ninety (90) days from the date such Software is first made available to Buyer, or for Software embedded in a Hardware Product, ninety (90) days from date of original shipment of the Product from Seller's facility, and (c) for Services, thirty (30) days from the date the performance of such Services has been rendered.

Limited Warranty. Seller warrants that, as of the date of delivery, Seller has good title to the Product, free from any lawful security interest or other lien or encumbrance unknown to Buyer. In addition, during the Warranty Period, the Product and Services will be free from defects in materials or workmanship arising under proper and normal use. This Warranty shall apply only to the Products and Services and shall not apply to any other goods or materials, parts or components of a system or any system as a whole. This Warranty does not cover ordinary wear and tear. Seller does not warrant (i) Products not purchased from Seller or its authorized resellers; (ii) that the operation of the Product will be uninterrupted or error-free; (iii) that the Product will operate in combination with other third-party products selected by Buyer; or (iv) any products manufactured by third parties; provided that Seller will, to the extent permitted by the manufacturer, assign third-party warranties to Buyer. Seller gives no warranty for, and shall have no liability with respect to, any defects arising from any software (other than the Software), including, but not limited to MediaKind Software, Android Software or any third-party application software, downloaded to or otherwise used in conjunction with the Product. Seller further warrants to Buyer that during the Warranty Period, all Services performed by Seller for Buyer will be provided in a workmanlike manner.

Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY OR IN A SEPARATE, APPLICABLE SOFTWARE LICENSE AGREEMENT, ALL SOFTWARE IS LICENSED ON AN "AS IS" BASIS WITHOUT WARRANTY.

Inspection and Return Authorization. Buyer must promptly notify Seller of any claimed defect in the Product and/or Services. If Buyer claims that a Product is defective in materials or workmanship, Seller shall have the right to either examine the Product where it is located or, in its sole discretion, issue shipping instructions for return of the Product. Seller's inspection in response to a warranty claim shall not constitute acceptance or acknowledgment of the claim's validity. Except as otherwise agreed to in writing, Products may not be returned to Seller without prior authorization. Buyer must contact Seller to obtain an authorization number and return the Products to the location designated by Seller. Any Products returned to Seller without proper authorization will be returned to Buyer at Buyer's expense. Risk of loss, damage and insurance responsibilities for the Products shall not pass from Buyer to Seller until delivery of the Products to Seller's designated location. Buyer shall prepay all transportation charges for such return.

Remedies. Seller's sole and exclusive obligation and Buyer's exclusive remedy under this Warranty is Seller's repair or replacement of the defective Product or 5. re-performance of Services or issuance of a credit for the net book value of the purchase price of the defective Product. Seller shall have sole discretion as to which of these remedies Seller will provide. Seller is not liable for any repair or maintenance costs incurred by Buyer, unless Seller authorizes such charges in writing in advance of the commencement of the work. If Seller elects to replace or repair the defective Product, the replaced or repaired Product will be warranted for the remainder of the Warranty Period applicable to the originally shipped Product, but the Warranty shall not be extended beyond the original Warranty Period. Replacement Products may be new, refurbished or contain refurbished materials.

Notice and Waiver. If Buyer discovers any defect in the Product, Buyer must provide prompt (and in no case later than thirty (30) days after discovery) written 6. notice to Seller of the claimed defect. Such notice shall describe, in reasonable detail, the symptoms of such defect. The notice must be received by Seller during the Warranty Period for such Product. Failure to give timely notice of a claim shall result in Buyer's waiver of such claim.

Transfer of Ownership. This Warranty is not transferable unless Buyer is expressly authorized by Seller in writing to resell the Product. In addition, Buyer must 7. notify Seller on or before the fifteenth (15th) day after the date on which it transfers ownership of the warranted Product. Any transfers in violation of this Section shall invalidate this Warranty. Notice of the transfer of ownership must be in writing and shall include the name and address of the new owner.

Exclusions from Warranty. This Warranty shall not apply to problems attributable to, or as a result of: 8.

- improper installation or misapplication of parts; (a)
- chain or system failures induced by other products or components; (b)
- (c) lack of proper inspection or maintenance or failure to provide a suitable operating environment;

any consumables provided with the Product, including but not limited to batteries and other accessories, and any other materials, components or products (d) manufactured by a third party;

power surges, fire, unusual mechanical, physical or electrical stress, severe weather conditions or acts of nature, including but not limited to, lightning or (e) floods;

(f) usage or operation not in accordance with published ratings, specifications or instructions, including but not limited to environmental specifications identified by Seller;

any adjustment, modification, alteration, removal or repair of any part of the Product, including but not limited to removal or alteration of serial numbers (g) or other identifying marks not expressly authorized by Seller in writing;

accidental damage, misuse, abuse, neglect or unauthorized access of the Product or of any system of which the warranted Product is a part; (h)

any type of aesthetic changes due to oxidation or corrosion occurring on stainless steel or galvanized steel parts installed in unusually corrosive marine and (i) industrial atmospheres (in which case Seller's only obligation shall be to ensure that Product complies with Seller's published material specifications);

use of the Product for purposes other than that for which it was designed; or (i)

mishandling during shipment of the Product. (k)

This Warranty is for Products installed and used in accordance with Seller's design, installation and operating parameters. Buyer's failure to ensure conformity with such parameters will void all warranties. Under no circumstance shall Seller have any liability or obligation with respect to expenses, liabilities or losses associated with the installation or removal of any Product or the installation or removal of any components for inspection, testing or redesign occasioned by any defect or by any repair or replacement of a Product.

Limitation on Liability. THE WARRANTIES SET FORTH IN SECTION 2 HEREOF ARE EXCLUSIVE AND ARE MADE ONLY TO BUYER. SELLER 9 MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OR PERFORMANCE. No person is authorized to give any additional warranties on Seller's behalf or to assume for Seller any other liability, except in a writing signed by an authorized officer of Seller. SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF AND/OR IN CONNECTION WITH THE MANUFACTURE. SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES WILL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED (I) FOR PRODUCTS, THE DEPRECIATED VALUE OF THE PURCHASE PRICE OF SUCH PRODUCTS OR (II) FOR SERVICES, THE ACTUAL AMOUNT PAID TO SELLER FOR SERVICES DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT (OR SERIES OF EVENTS) GIVING RISE TO THE LIABILITY. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR LOSS OF ACTUAL OR ANTICIPATED DATA, USE, REVENUES OR PROFITS. The Products are not specifically designed, tested, manufactured or intended for operation or use in any inherently dangerous, life endangering or life support applications where any failure of the Products could lead to death, personal injury or significant physical or environmental damage (High Risk Activities). If Buyer uses the Products in High Risk Activities, including but not limited to nuclear facilities or the flight, navigation or communication of aircraft, Buyer agrees that neither Seller nor its third party licensors are liable in whole or in part, for any claims or damages arising from such use, and that Buyer shall indemnify and hold Seller and its third party licensors harmless from any and all claims for loss, cost, damage, expense or liability arising out of or in connection with any use of the Products in High Risk Activities. These limitations on liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether damages were foreseeable and will survive failure of any exclusive remedies provided in Section 4 hereof.

10. **Choice of Law.** The terms and conditions contained herein and the rights of the parties to any transaction to which they relate shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

#### <u>Exhibit A</u>

Product Categories	Warranty Period from Original Shipment Date*
Category A Products	
E6000® Converged Edge Router (CER); E6000n <sup>™</sup> Remote PHY Devices (RPDs); E6000r <sup>™</sup> Remote PHY Shelves; E6000n <sup>™</sup> Remote MACPHY Devices (RMDs); vManager; Remote OLT (R-OLT); associated power supplies and accessories. FLX PON OLT portfolio including vOLT. CherryPicker products, Encoder products including ME-7000, SE-6000; DSR-4xxx, DSR- 6xxx and DSR-7xxx series IRD products, and Uplink systems including TME-2020, VDP- 1000, BNC, DEM, and SEM; All APEX Universal EQAM including APEX1000 and APEX3000; All Aloha interactive products including OM2000, ARPD, ADM4000 and NC1500 4.0. All SDM products. All VUE and VTM Software Products. All STDC products.	Hardware One (1) Year Software Ninety (90) Days
Category B Products	
All Cable Modems, Gateway and Extenders HomeAssure™ All M-Card Mediacipher Multi-Stream Cablecards All High and Standard Definition Transport Adapter MS4000™ Media Streamer All HomeSight™ connected healthcare products (Smart Camera / Personal Health Gateways): HC200 Environmental Multi-Sensors: EM200 LTE Module: LTE200	Hardware One (1) Year Software Ninety (90) days ** For certain CPE, option for 1% overship in lieu of Hardware warranty is standard
Category C Products All EMTA Batteries, PSUs and Telco IF Package for Multiline EMTAs and other home networking accessories	Hardware One (1) Year Software Ninety (90) days
Category D Products All Third Party OEM Products: power meters; All VUE and VTM hardware platforms; NC1500 4.0 hardware platform; LQA256 Legacy QAM Adapter; Elemental Products including Live, Server, Delta, Conductor and StatMux; DC2180 Cabinet Node.	Pass Through from OEM: Hardware One (1) Year Software Ninety (90) Days
Category E Products Intentionally left blank	
Category F Products	
All CHP Headend Optical (HEO) Elements and Optical Passives. All OM and SG optical node platforms, Flex Max® and Starline® amplifier platforms, RF Taps & Passives, and Optical Field Passives	Five (5) Years within the United States and Canada Three (3) Years outside United States and Canada
Category G1 Products All CH3 Headend Optical (HEO) Elements and Optical Passives, including OP/NP/DP/DC models. All NC optical node platforms and Optical Field Passives, including OP/NP/DP/DC models.	Five (5) Years
Category G2 Products	
All Legacy Optical Passives, including DCM/HAD/HIT/HW/HLS/WDM and DCM/NAD/NW/NSC models.	One (1) year
Category G3 Products All EPON and GPON ONUs, RFoG/HPON R-ONUs, including, CP8 models and associated power supplies and accessories	One (1) year
Category H Products All ConvergeMedia <sup>™</sup> Distribution Platforms and Management Suite, AdManager <sup>™</sup> including SkyVision Ad Management and EMP solutions CVEx <sup>™</sup> , SVA, all Vertasent products including SVOM, SVM and ERM, AdEdge <sup>™</sup> COM and AdEdge APS,VMS, Manifest Delivery Controller (MDC), ARRIS Video Content Manager (AVCM) and Next Generation Insertion (NGI) and Multicast ABR.	Hardware One (1) Year Software Ninety (90) Days
Category I Products	
ECO Solutions, ServAssure® Advanced, ServAssure® NXT - Alarm Central, ServAssure® NXT - Analyze, ServAssure Domain Manager and EventAssure <sup>TM</sup> . WorkAssure <sup>TM</sup> ® Workforce Management, Mobile TV, SecureMedia and Titanium	Hardware One (1) Year Software Ninety (90) Days

Category J Products Intentionally left blank		
Category K Products Intentionally left blank.		
Category L Products Intentionally left blank		
Category M Products	Hardware Two (2) Years	
All Hybrid QAM/IP High-definition Set-Top Boxes	Software Ninety (90) Days	
Category N Products	Hardware Two (2) Years	
All Hybrid QAM/IP High-definition Set-Top Boxes with DVR	Software Ninety (90) Days	
Category O Products	DAC, CASMR, CAST, Advisor, CSS Hardware Three (3)	
All CAS Products including DAC, CASMR (and associated plug-ins), CAST, Advisor, CSS,	Years	
OLL, CSS-Lite, KLS, DKS, CPMS	OLL, CSS-Lite, KLS, DKS, OLES, CPMS Hardware One (1) Year	
	Software Ninety (90) Days	
Category P Products	Hardware One (1) Year	
VIP Mediaroom Set-Top Boxes	Software Ninety (90) Days	
	** For certain CPE, option for 1% overship in lieu of Hardware warranty is standard	
Category P1 Products		
Intentionally left blank		
Category Q Products	Hardware One (1) Year	
VIP Open Solutions Set-Top Boxes	Software Ninety (90) Days	
	** For certain CPE, option for 1% overship in lieu of Hardware warranty is standard	
Category R Products	One (1%) percent overship in lieu of Hardware Warranty	
NVG CPE and Non-RUCKUS Wi-Fi Extenders including VAP	Software Ninety (90) Days	
Category R1 Products		
Intentionally left blank		
Category S Products	Hardware One (1) Year	
DVB-S/DVB-C/DVB-T Set-Top Boxes with or without DVR	Software Ninety (90) Days	
	** For certain CPE, option for 1% overship in lieu of Hardware warranty is standard	
Category S1 Products		
Intentionally left blank		
Category T Products	Hardware:	
RUCKUS Wi-Fi Wireless	<ul> <li>Indoor Access Points – Limited Lifetime Warranty**</li> <li>Outdoor Access Points – One (1) Year</li> </ul>	
	- Controllers – One (1) Year, except ZoneDirector	
	controllers are covered by the Limited Lifetime Warranty**	
	Software Ninety (90) Days	
Category T1 Products	- ICX Switches (excluding removable optics and LEDs) –	
RUCKUS ICX Switches	Limited Lifetime Warranty,** except for ICX 7150-	
	C08PT, for which the HW warranty period is 13 months. - LEDs – 13 months	
	- Removable optics – 60 months (13 months if shipped	
	from Seller prior to June 1, 2021)	
	Software: Limited lifetime access to defect repairs, and	
	software maintenance updates through end of support date of	
	product	

Category T2 Products RUCKUS CBRS LTE Access Points (subscription license required)	Hardware One (1) Year Software Ninety (90) Days
Category U Products	
Other OSP Cable Products (P3®, Drop Coax, Fiber Cable, Fiber Drop Cable, CIC)	One (1) year
NovuX Products	
Prodigy Products	
FDH Products	
Multiservice terminals (MST), Open Terminals (OTE) and Hardened Drop Cable Assemblies	
OSP "Box" Products	
Mini-RDTs and RDTs	
FOSCTM, FISTTM and TenioTM	
OSP Copper Connect and Closure Products	
HELIAX® FiberFeed® Products, including FiberFeed® hybrid and fiber cables and assemblies, power cables and junction boxes	
Fiber Optic Panels, including Accessories, Mounting Hardware, Modules	
Fiber Optic Field Terminated Connectors, Kits, Tools, Consumables, Accessories	
Indoor Fiber Cable, Patch Cords, Cable Assemblies, Fiber Trunks	
Passive Optical Components and Value Added Modules (VAMs)	
Fiber Guide Fiber Management System (FGS)	
Optical Distribution Frames, including Modules, Blocks, Accessories and Hardware	
Cabinets Cable and Apparatus Products	
Alifabs <sup>™</sup> Cabinets & Ancillary Products	
Alifabs <sup>™</sup> Telecommunications Towers and Accessories	
Metro Cell Products, including Enclosures; Integrated Pole; Standard Poles; Accessories; and Wood Pole Brackets	
Category V Products	Two (2) years
ValuDAS® Passive Products, including Air Directional Couplers, Hybrid Couplers, High Power Splitters, and Cell-Max <sup>™</sup> Antennas	1wo (2) years
Standard Tower Mounted Amplifier, Bias Tee and Power Distribution Unit Products	
Standard Filter, Diplexer and Triplexer Products	
Electronic Enclosure Products (Cabinets)	
Alifabs™ Free Cooling Products and Accessories and Spare Parts, including Monitor	
Category W Products ValuSite® Products	Three (3) years
I-Line Accessory Products	
Steel Products and Rapid Deployment Monopoles	
Microwave Antennas	
Terrestrial Microwave System Products (including Microwave System Flex-Twist, Coupler, Filter and Diplexer Products)	

Category X Products	Five (5) years		
Broadband RF Connectivity Products			
Premium Passive Products, including In-Building Directional Couplers, Hybrid Matrices, Tappers, Power Splitters, Terminations, Attenuators and CMAX Antenna Products			
Category Y Products	Five (5) years		
QR® Coaxial Cable			
Category Z Products Standard RADIAX® Cable, Connector, Accessory and Cable Assembly* Products	One (1) year		
* RADIAX® Cable Assembly Product means any RADIAX® coaxial cable that has been fitted with Seller's connectors in accordance with the installation instructions.			
Category AA Products	Five (5) years; except that the Warranty Period for Products		
Standard CNT® Cable, Connector, Accessory and Cable Assembly* Products	purchased for resale purposes shall be one (1) year.		
* CNT® Cable Assembly Product means any CNT® coaxial cable that has been fitted with Seller's connectors by Seller or its certified distributor			
Category BB Products	Ten (10) years; except for the following: (i) three (3) years		
Standard HELIAX® Cable, Connector, Accessory and Cable Assembly* Products	for weatherproofing kits (including SureGuard boots); (ii)		
* HELIAX® Cable Assembly Product means any HELIAX® coaxial cable or elliptical waveguide that has been fitted with Seller's connectors by Seller or its certified distributor.	one (1) year for cable preparation tools (excluding blades); (iii) one year for single click-on hanger kits; and (iv) two (2 years for surge arrestors.		
Category CC Products Standard ERA/ION-E®, ION-M®, ION-U®, MR, CMR, i-POI®, e-POI <sup>TM</sup> , and Node Repeater Products	Hardware, the earlier of: (i) one (1) year from the date of installation; or (ii) fifteen (15) months from the date of shipment. Software Ninety (90) Days		
Category DD Products	The earlier of: (i) three (3) years from the date of installation		
In- Building and Fixed Subscriber Antennas	or (ii) thirty-nine (39) months from the date of original shipment		
Category EE Products			
OneCell®	Hardware, the earlier of: (i) one (1) year from the date of installation; or (ii) fifteen (15) months from the date of		
Powered Fiber Cable Solution:	original shipment		
Hybrid Copper and Fiber Cables, Class 2 Power Supplies, Indoor/Outdoor POE Extenders, Field Terminated Outlets, Consolidation Boxes and Related Passive Components	Software Ninety (90) Days		
Category FF Products			
Small Cell Device Management System (DMS) Software DAS Device Management System (AIMOS) Software	Ninety (90) days		
Category GG Products	Two (2) years for all base station antennas except base		
Base Station Antenna Products	station antennas incorporating N-type connectors, which shall have a warranty of one (1) year		
Category HH Products	Three (3) years or 3,000 hours of actual run time, whichever		
DryLine® Dehydrator Systems and Line Monitoring Systems	occurs first; except the Warranty Period for the compressor is only one (1) year or 1,000 hours of actual run time, whichever occurs first. This Warranty Period does not apply to Factory Reconditioned Dehydrators, which are warranted for only one (1) year from the date of original shipment		
Category II Products	One (1) year on workmanship for the Solution.		
SiteRise <sup>TM</sup> Solutions			
Category JJ Products	One (1) year from the date of Installation		
Copper Structured Cabling Products			
Other Enterprise Products (Coax, Automotive Cables, Enterprise Enclosures and miscellaneous items) (excluding software)			

Category KK Products Alifabs <sup>TM</sup> Services (power upgrades, enablements, installation and decommission work, rigging, and fault management)	One (1) year from the date of completion of the work.
Category LL Products imVision Overlays and Controllers	Three (3) years

\* For Category H and Category I Products only, if Seller is engaged by Buyer to provide Services for the implementation of the purchased Products, warranty period for such Products shall commence upon Buyer's acceptance of the Products and Services.

\*\* For Category T Products only, "Limited Lifetime Warranty" means the period beginning on the Product shipment date and continuing for as long as the original end user of the Product continues to own and use the Product. For Category T1 Products only, "Limited Lifetime Warranty" means the period beginning on the Product shipment date and continuing (i) for as long as the original end user of the Product continues to own and use the Product or (ii) through the End of Support date, as defined in the RUCKUS End of Life Policy, whichever is earlier.

#### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

#### To: Board of Education

Attachment #

From: Mark Mesbergen

### Subject to be Discussed and Policy Reference:

Transportation Routing and Student/Bus Tracking System

#### **Background Information:**

Over the past couple of months Brad has been reaching out to vendors for student tracking systems and what other districts use. Tyler Technologies (this is the vendor the district uses for our accounting software) gave the proposal that is attached. The transportation department will have GPS tracking of the buses. There will be a parent app to give updates if the bus will be late along with seeing if their student got on and off the bus (the student will have an RFID card). Lastly, the system will store all of our pre-trip items which will the State will want to see soon. The total cost will be allocated to Section 22L in the general fund.

#### **Financial Impact:**

\$93,116 coming out of the General Fund via Section 22L and \$19,466 each year after.

#### **Recommended Action:**

To approve the proposal from Tyler Technologies for their Transportation Routing and Student/Bus Tracking System.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	
Meeuwenberg	Mueller	Six		



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

#### **SECTION A – DEFINITIONS**

- "Agreement" means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as <u>Schedule 1</u> to <u>Exhibit B</u>.
- "Client" means Fruitport Community Schools, a Michigan school district.
- "Data" means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Defined Vehicles"** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **"White Fleet Vehicles"** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from the number of Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.



- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as <u>Exhibit A</u>.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as <u>Exhibit C</u>.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as <u>Exhibit E</u>.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as <u>Schedule 1</u> to <u>Exhibit C</u>.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached hereto.
- **"Transportation Solution Terms"** means the terms, including terms applicable to items or services provided by third parties, applicable to Tyler's transportation solutions. Copies of current Transportation Solution Terms are included at <u>Exhibit D</u>.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.



#### **SECTION B – SAAS SERVICES**

- <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users or Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
- 2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users or Defined Vehicles and, if applicable, the amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users, Defined Vehicles or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
- 3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.



#### 6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.



- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

#### SECTION C – PROFESSIONAL SERVICES

- 1. <u>Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
- 2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide



implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
- 9. <u>Maintenance and Support</u>. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a thirdparty secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no



charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

- 10. <u>Expiration of Services</u>. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.
- 11. <u>Planned Continuing Annual Education (PACE)</u>. PACE is an annual services program, which establishes credits used for training classes and other ongoing product education offerings. If PACE is applicable to this Agreement, the total credits available for use are set forth in the Investment Summary and the term and invoicing of PACE are indicated in the Invoicing and Payment Policy.

#### SECTION D – THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
- 3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.



#### SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION F - TERM AND TERMINATION**

- <u>Term</u>. This Agreement is binding when signed. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following connectivity to the software, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our thencurrent SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, the initial term for Tyler Drive SaaS commences upon availability of the applicable SaaS Services. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).



- 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

#### SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
  - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
- 2. <u>General Indemnification</u>.
  - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.



- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
- 4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

#### SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12)



months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

- 2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- 6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.



- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.
- 15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of



such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <u>Quarantining of Client Data</u>. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- 19. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve



the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Transportation Solution Terms
	Schedule 1: Additional Tyler Drive Terms & Conditions
	Schedule 2: Professional Hardware Installation Terms
	Schedule 3: Return Merchandise Authorization Process & Termination of GPS &
	Tyler Drive Units
	Schedule 4: HERE End User Terms
	Schedule 5: GeoTab Equipment Warranty
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Fruitport Community Schools
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	Fruitport Community Schools
One Tyler Drive	3255 Pontaluna Road
Yarmouth, ME 04096	Fruitport, MI 48836-8748
Attention: Chief Legal Officer	Attention:





# Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date.

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Quoted By: Quote Expiration: Quote Name: Timothy Dado 5/26/25 Software and Tablets

Sales Quotation For: Fruitport Community Schools 3255 Pontaluna Rd Fruitport MI 49415-9600

## Software as a Service (SaaS)

Description		QTY	List Price	First Year Cost
Student Transportation				
Student Transportation				
Student Transportation Vehicles up to 30		1	\$ 3 <i>,</i> 860	\$ 3,860
Advanced AVL: Vehicles up to 30		1	\$ 1,845	\$ 1,845
Advanced Activity Trips: Vehicles up to 30		1	\$ 2,074	\$ 2,074
My Ride K-12: Vehicles up to 30		1	\$ 2 <i>,</i> 068	\$ 2,068
Electronic Rollout Sheet: Vehicles up to 30		1	\$ 1,744	\$ 1,744
Reportwriter		1	\$0	\$0
Tyler Drive				
Version 5 Tablet on the Verizon (US) Network (4G)		25	\$ 315	\$ 7,875
TOTAL				\$ 19,466
Term # of Years	1			

**Fixed Fee Services** 

Description	Units	Price	Maintenance
Student Transportation			
Student Transportation			
Implementation	73	\$ 8 <i>,</i> 468	\$ O
County Map - Initial Routing Sale	1	\$ 2,500	\$ O
Base Training	1	\$ 1,856	\$ O
Advanced AVL Installation and Overview	1	\$ 1,740	\$ O
Tyler Drive			
Data Analysis	10	\$ 2,050	\$ O
Configuration Setup	1	\$ 2 <i>,</i> 460	\$ O
Configuration Training	4	\$ 820	\$ O
TOTAL		\$ 19,894	\$ <b>0</b>

## **Hourly Services**

Description		Hours	Total
Student Transportation			
Student Transportation			
Additional Student Transportation Training		14	\$ 2,870
-Advanced Activity Trips Training (5)			
-My Ride K-12 Training (5)			
-Electronic Rollout Sheet Training (5)			
Go Live Assistance Implementation		8	\$ 1,640
-Core Go Live Assistance			
-Advanced AVL Go Live Assistance			
-Advanced Activity Trips Go Live Assistance			
-My Ride K-12 Go Live Assistance			
-Electronic Rollout Sheet Go Live Assistance			
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Project Management - Hourly		19	\$ 3 <i>,</i> 895
	Total	41	\$ 8,405
Tyler Drive			
End User Training: Drivers up to 35		8	\$ 1,640
Go Live Assistance		16	\$ 3,280
Solutions Orientation - Tyler Drive Implementation		2	\$ 410
	Total	26	\$ 5,330
Telematic GPS			
Project Management - Hourly		18	\$ 3,690
	Total	18	\$ 3,690
	TOTAL	85	\$ 17,425

## **3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Annual
Student Transportation				
Installation				
Telematic Professional Installation	1	\$ 10,222	\$ 10,222	\$ 0
<ul> <li>Professional Installation - Tyler Drive, Vehicles up to (33)</li> <li>Professional Install - Tyler Drive Student Tracking Device, Vehicles up to (33)</li> </ul>				
- Tyler Drive Self-Install Training (1)				
Student Ridership				
Student Reader Kit for Tyler Drive	33	\$ 215	\$ 7,095	\$ O
Student Reader for PC (Wedge)	1	\$ 215	\$ 215	\$ O
Student RFID Cards, Box of 200	15	\$ 390	\$ 5,850	\$ O
Accessories				
Shipping and Handling	1	\$ 625	\$ 625	\$ O
Tyler Drive				

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2	\$ 16	\$ 32	\$ 0
2	\$ 34	\$ 68	\$0
11	\$ 290	\$ 3,190	\$ 0
25	\$ 1,140	\$ 28,500	\$ 0
		11 \$ 290 2 \$ 34	11       \$ 290       \$ 3,190         2       \$ 34       \$ 68

Summary	One Time Fees	<b>Recurring Fees</b>
Total Tyler Software	\$ O	\$ O
Total SaaS	\$ O	\$ 19,466
Total Tyler Annual Services	\$ O	\$ O
Total Tyler Services	\$ 37,319	\$ O
Total Third-Party Hardware, Software, Services	\$ 55,797	\$ O
Summary Total	\$ 93,116	\$ 19,466
Contract Total	\$ 112,582	

Currency displayed as US Dollar

## Comment

Additional County Map/s with Core Implementation included are  $\ensuremath{\mathsf{Ott}}$ 

2025-525886-C2K7W3

Base County - Muskegon

Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs. Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments Travel expenses on installations of 90 and fewer vehicles are not included and will be billed at actual costs. Travel expenses on installations of 91 and more vehicles, a single day of travel expenses will be billed at actual costs.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available to you (the "Software Access Date").
- Fees for hardware are invoiced upon shipment.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the availability of the SaaS environment (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Unless otherwise indicated above, fees for annual services are first invoiced upon commencement of the service, with subsequent annual fees, at our then-current rates, invoiced upon each anniversary thereof.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment. For the avoidance of doubt, this paragraph does not apply to migrations for Tyler Student Transportation solutions.
- Client will receive a credit of maintenance and support fees paid for any Versatrans software that is being migrated to a comparable SaaS application, for the period beginning on the commencement of the applicable SaaS term through the end of the paid maintenance and support term for the Versatrans software.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Expenses associated with onsite services are invoiced as incurred, subject to any travel max indicated in the investment summary.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

https://www.tylertech.com/terms/tyler-saas-services

Your use of a certain software, products, or services in connection with a Tyler student transportation transaction may be subject to additional terms found here:

https://www.tylertech.com/terms/transportation-solution-terms.

Transportation Solution Fees. Notwithstanding language to the contrary above, fees for Tyler student transportation solution items are invoiced in accordance with the following:

- Implementation and Other Professional Services (including training): Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
- Other Professional Services: Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered. For the avoidance of doubt, project management priced on a monthly basis is invoiced on a monthly basis, in arrears.
- Third Party Software Maintenance: First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software available to you ("Software Access Date") and cover the one (1) year period commencing on the first day of the month following the Software Access Date.
- Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling: Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation. If Tyler has quoted the installation, it is assumed that the installation will commence at one location unless additional installation locations are included. It is the clients responsibility to consolidate the vehicles for installation to the amount of quoted installation locations.

• Third Party Hardware Maintenance: The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

Customer Approval:	Date:	
Print Name:	P.O.#:	



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

- <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 2. Other Tyler Software and Services.
  - 2.1 VPN Device: The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 Conversions: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.6 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.



- 2.7 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.8 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.9 Annual Services: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 3. Third Party Products and Hardware.
  - 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
  - 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at thencurrent rates, upon each anniversary thereof.
  - 3.3 Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
  - 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
  - 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
- 4. <u>Transaction Fees</u>. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
- 5. <u>Transportation Solution Fees.</u> Notwithstanding language to the contrary in this Exhibit B, fees for Tyler transportation solution items are invoiced in accordance with the following:
  - 5.1 Software License fees. 100% on software availability
  - 5.2 *Hosting Services*. Year one hosting fees (when hosting and annual maintenance are priced separately), for the one (1) year period commencing when hosting services are made available (the "Hosting Services Availability Date") are invoiced on the Hosting Services Availability Date. Hosting fees for subsequent years are due in advance, at our then-current rates, on each anniversary of the anniversary of the Hosting Services Availability Date.



- 5.3 Services.
  - 5.3.1 Implementation and Other Professional Services (including training): Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
  - 5.3.2 *Other Professional Services*: Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps, and self-installation training, are invoiced as delivered.
  - 5.3.3 Annual PACE Services: Annual PACE fees, if applicable, are due annually, in advance, commencing on the first day of the first month following the Effective Date. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates. Unused PACE credits expire at the end of each annual term. In advance of each subsequent annual term, you may elect to purchase a different amount of PACE credits, subject to then-current pricing for that option.
- 5.4 Third Party Products.
  - 5.4.1 *Third Party Software Maintenance:* First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software is made available to you ("Software Access Date") and cover the one (1) year period commencing the first day of the month following the Software Access Date.
  - 5.4.2 *Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling:* Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.
  - 5.4.3 *Third Party Hardware Maintenance:* The first year's maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.
- 6. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**<u>Payment</u>**. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting <u>AR@tylertech.com</u>.





## Exhibit B Schedule 1 Business Travel Policy

- 1. Air Travel
  - A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



### 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

#### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

#### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

#### 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at <a href="http://www.gsa.gov/perdiem">www.gsa.gov/perdiem</a>.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

#### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

#### **Departure Day**

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

#### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





### I. <u>Agreement Overview</u>

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

*Client Error Incident*: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime*: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. Service Availability

### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.



### b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

## c. <u>Client Relief</u>

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule		
Actual Attainment	Client Relief	
99.99% - 99.70%	Remedial action will be taken	
99.69% - 98.50%	2% of SaaS Fees paid for applicable month	
98.49% - 97.50%	4% of SaaS Fees paid for applicable month	
97.49% - 96.50%	6% of SaaS Fees paid for applicable month	
96.49% - 95.50%	8% of SaaS Fees paid for applicable month	
Below 95.50%	10% of SaaS Fees paid for applicable month	

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

## IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.





## **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email for less urgent situations, users may submit emails directly to the software support group.
- (3) Chat for less urgent and less complex questions, users may use the chat link to connect to software support
- (4) Telephone for urgent or complex questions, users receive toll-free, telephone software support.

\* Channel availability may be limited for certain applications.

## Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website <u>www.tylertech.com</u> for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University online training courses on Tyler products.

### **Support Availability**

Tyler Technologies support is available from 6:30 AM Eastern to 8:00 PM Eastern (Monday – Friday) and Saturdays in August from 9:00 AM Eastern to 3:00 PM Eastern. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

#### **Incident Handling**

### Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets <sup>*</sup>
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote locations; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non- critical Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.		Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

<sup>\*</sup>*Response and Resolution Targets may differ by product or business need* 

## Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect. *Remote Support Tool* 

Some support calls may require further analysis

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D



# Exhibit D Transportation Solution Terms

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### Hardware Terms and Conditions

- 1. <u>Warranty.</u> Tyler passes through any applicable third-party hardware or services warranties provided by the provider of such hardware or services.
- 2. <u>Installation and Acceptance.</u> Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
- 3. <u>Disclaimer of Liability</u>. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of or in any way related to the operation of the vehicle on which the tablet is installed. Client's installation and use of such tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
- 4. <u>Disclaimer for Installation of Tablet</u>. Except as may be provided in the Professional Hardware Installation terms in Schedule 2 to this Exhibit D, and subject to paragraph 2 "Installation and Acceptance" above, in no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of or in any way related to the installation of the tablet. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of, or in any way related to, where on the vehicle the Tyler Drive tablet is installed. Your use of the tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
- 5. <u>Site Requirements.</u> Client shall provide a suitable environment, location and space for the installation and operation of the Hardware Products.

### Tyler Drive Embedded Software Terms and Conditions

- 1. Client's use of the third party software included on Third Party Hardware (for the purpose of this Agreement, "Embedded Third Party Software") is restricted to executable code.
- Client is prohibited from (i) transferring the Embedded Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Embedded Third Party Software or using for commercial network services or interactive cable or remote processing services.
- 3. Title to the Embedded Third Party Software shall not pass to Client or any other party.



- Client is prohibited from reverse engineering, disassembling, or decompiling the Embedded Third Party Software and duplicating the Embedded Third Party Software except for a single archival copy. Reasonable Client backup copies are permitted.
- 5. To the extent permitted by applicable law, the Embedded Third Party Software developer and its licensors shall have no liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Embedded Third Party Software including, but not limited to, liability for use of Embedded Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
- 6. Client, at the time of termination of its Embedded Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Embedded Third Party Software and Documentation.
- 7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Embedded Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
- 9. All terms in the software developer click-through License Agreement (E204 and E300) included with Embedded Third Party Software are disclaimed. This Agreement is the sole agreement governing Client's use of the Embedded Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Embedded Third Party Software.
- 10. Tyler may terminate Client's license in the event Client uses the Embedded Third Party Software separately from the Tyler Software Products and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Embedded Third Party Software.
- 11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
- 12. Tyler is prohibited from providing Client with updated versions of the Embedded Third Party Software in Tyler Software Products.

## Tyler Drive Wireless Service Terms and Conditions

- 1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network, or systems to accommodate Client.
- 2. A mobile telephone number may be changed, reassigned, or eliminated upon reasonable notice to Client under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.
- 3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
- 4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to register on the wireless provider's network.
- 5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY, OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR



THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.

WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:

 A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS,
 OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY
 EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION
 WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;

B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.

C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

- 7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
- 9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical, or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.
- 10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit, or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
- 11. In order to protect the wireless provider's network, operations and other customers, wireless provider may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a



manner prohibited by the applicable plan, option, feature, or application; or (c) in a manner that has an adverse impact on wireless provider's network, operations, or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.

12. Client's use of the wireless service under this Agreement for purposes other than operating the Tyler Drive application is strictly prohibited. Client may not use the SIM card in the Tyler Drive tablet, or remove the SIM card from the Tyler Drive tablet for use in another device, for any purpose other than operating the Tyler Drive application. Client may not circumvent the Tyler Drive tablet management software for any purpose, including in prohibition of this paragraph. In the event of a violation of this paragraph or usage of data above the Data Streaming Limit, Tyler may (a) invoice Client at a cost of \$1.00 per megabyte (\$1/MB) above the Data Streaming Limit and (b) suspend Client's use of the Tyler Drive SaaS Services. The "Data Streaming Limit" is a maximum of 350 megabytes (MB) per Tyler Drive tablet per month.





## Exhibit D Schedule 2 Professional Hardware Installation Terms

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3<sup>rd</sup> Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3<sup>rd</sup> Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During installation, Client will have personnel available to move vehicles if necessary.





# Exhibit D Schedule 3 Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Hardware Units

- 1. **TERMINATED UNITS**. Client is responsible for reporting terminated units to end their maintenance agreement on said unit(s). Client will continue to be billed until Tyler is notified of such termination. To notify Tyler, the Client must submit a completed GPS termination form, as shown attached, including the exact serial number(s) of the unit(s) being terminated, to our accounting department so invoices can be adjusted to reflect the termination. The date used to calculate the termination and any associated credits will be the date that Tyler's accounting department receives the completed notification.
- 2. LIMITED WARRANTY ON PRO PLUS. The "Warranty Period" means either: (a) the one (1) year period commencing on the activation date for the device; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other applicable rate plan as announced by us from time to time ("Limited Lifetime Warranty")). Provided you properly complete and we receive from you, a justified written warranty claim and, if applicable, all affected devices (returned at your expense), prior to the expiration of the Warranty Period, we will either repair or replace such device. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a reasonable service fee if we determine that your warranty claim was not justified. Additionally, for claims under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our sole discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.
- **3. CONDITIONS AND EXCLUSIONS**. Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defect, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our units) are not covered by this process, and we are not responsible for malfunctions by, in, or caused by such products, services, or items.





# Tyler GPS Termination Form

## **Client Name:**

Please list all serial numbers that you are requesting to have terminated, along with your reason for termination:

Serial Number	Reason for Termination

Note: All listed units will be terminated upon receipt of this signed document. Additional charges will apply for reactivation of a terminated unit. Hardware Maintenance for terminated units will be adjusted for the renewal following the request for termination. Partial credit/refund of annual fees paid is not available.

Signature:

Printed Name and Title:

Date:





## AFFIDAVIT

## Please sign and return to cancel products

In regards to the following listed product(s):

## Support for GPS and related products

**Customer** acknowledges that it no longer will receive software updates, "bug fixes", services or telephone support for the listed products.

**Customer** acknowledges that, if it decides to later utilize the listed products, it must either pay for the products at then-current pricing or remit payment for support fees that would have been due if the products had remained in continual use.

Note: I understand that I am terminating the selected device(s) whereby they will no longer function in any capacity. I also understand that, for purchased devices, if I wish to reuse the terminated device(s) in the future, I will have to return the device(s) to Geotab for reactivation, from which additional charges may incur.

Authorized Representative

Printed Name and Title

Date

Please return this form via email to: <u>AR@tylertech.com</u> or by Fax: 806-797-4849





## Exhibit D Schedule 4 HERE End User Terms

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

<u>Use of Data</u>. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

<u>Reverse Engineering and Archiving</u>. You are prohibited from reverse engineering or Archiving the HERE data.

<u>Export</u>. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules, and regulations.

<u>Cessation of Use</u>. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

<u>Regulatory and Third-Party Supplier Restrictions and Obligations</u>. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notices.

<u>Commercial Item</u>. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101 and is licensed in accordance with the terms and conditions herein.

<u>Disclaimer of Warranties</u>. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

<u>Disclaimer of Liability</u>. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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# Exhibit D Schedule 5 Geotab Equipment Warranty

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services, or items. Client may need to purchase, license, or procure products, software, data, or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data, or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet, or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF



DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements, and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.





# Exhibit E Statement of Work

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# **Fruitport Community Schools**

# SOW from Tyler Technologies, Inc.

## 2/25/2025

Presented to: Brad Faulkner 3255 Pontaluna Rd Fruitport, MI 49415-9600

Contact: Timothy Dado Email: Timothy.Dado@TylerTech.com 11 Cornell Road, Latham, NY 12110

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# Part 1: Executive Summary

## 1. Project Overview

## 1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

## 1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Fruitport CS (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

## 1.3 Methodology

This is accomplished by the Fruitport CS and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Fruitport CS's complexity and organizational needs.



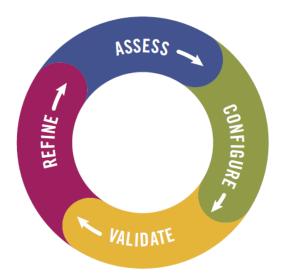


## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Fruitport CS and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Fruitport CS and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Fruitport CS's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



## **Iterative Project Model**

The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



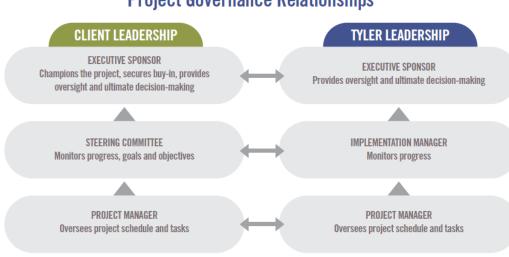
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Fruitport CS collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Fruitport CS Steering Committee become the escalation points to triage responses prior to escalation to the Fruitport CS and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Fruitport CS and Tyler executive sponsors serve as the final escalation point.



## **Project Governance Relationships**



## 3. Project Scope Control

## 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

## 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

## 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Fruitport CS; for example, the Fruitport CS may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:





- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Fruitport CS, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Fruitport CS will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Fruitport CS). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## **Change Request Process**



Estimate provided to client,

otherwise reason for denial

provided

Including addition of new tasks that result from the change



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Fruitport CS office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Fruitport CS will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Fruitport CS feedback and approval on Project deliverables will be critical to the success of the Project. The Fruitport CS project manager will strive to gain deliverable and decision approvals from all authorized Fruitport CS representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Fruitport CS department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Fruitport CS shall have five (5) business days from the date of delivery, or as otherwise mutually
  agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Fruitport CS
  does not provide acceptance or acknowledgement within five (5) business days, or the otherwise
  agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control
  Point as accepted.
- If the Fruitport CS does not agree the Deliverable or Control Point meets requirements, the Fruitport CS shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Fruitport CS shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Fruitport CS does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Fruitport CS and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Fruitport CS, but are roles defined within the Project. It is common for individual resources on both the Tyler and Fruitport CS project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

## 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



## 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Fruitport CS 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Fruitport CS's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Fruitport CS management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

 The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Fruitport CS, the Tyler Project Manager provides regular updates to the Fruitport CS Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Fruitport CS project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



• Collaborates with the Fruitport CS project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Fruitport CS and Tyler and takes all
  necessary steps to proactively mitigate these items or communicate with transparency to the
  Fruitport CS any items that may impact the outcomes of the Project.
- Collaborates with the Fruitport CS 's project manager(s) to establish key business drivers and success
  indicators that will help to govern Project activities and key decisions to ensure a quality outcome of
  the project.
- Collaborates with the Fruitport CS's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Fruitport CS and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Fruitport CS through software validation process following configuration.
- Assists during Go-Live process and provides support until the Fruitport CS transitions to Client Services.
- Facilitates training sessions and discussions with the Fruitport CS and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

## 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.



- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Fruitport CS.
- Loads Fruitport CS provided GIS data into the system.

## 5.2 Fruitport CS Roles & Responsibilities

Fruitport CS resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

## 5.2.1 Fruitport CS Executive Sponsor

The Fruitport CS executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Fruitport CS steering committee, project manager(s), and functional leads to make critical business decisions for the Fruitport CS.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Fruitport CS Steering Committee

The Fruitport CS steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Fruitport CS project manager and Project through participation in regular internal meetings. The Fruitport CS steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Fruitport CS steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - o Cost
  - o Scope
  - o Schedule
  - o Project Goals
  - o Fruitport CS Policies
  - Needs of other client projects



## 5.2.3 Fruitport CS Project Manager

The Fruitport CS shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Fruitport CS Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Fruitport CS project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Fruitport CS project manager(s) are responsible for reporting to the Fruitport CS steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Fruitport CS project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Fruitport CS and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Fruitport CS staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Fruitport CS resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Fruitport CS technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

### 5.2.4 Fruitport CS Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Fruitport CS project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - o Task completion
  - o Stakeholder Meeting
  - o Project Management Plan development
  - o Schedule development
  - o Maintenance and monitoring of risk register
  - o Escalation of issues
  - o Communication with Tyler project team
  - o Coordination of Fruitport CS resources
  - Attendance at scheduled sessions
  - Change management activities
  - o Modification specification, demonstrations, testing and approval assistance
  - o Data analysis assistance
  - o Decentralized end user training
  - o Process testing
  - o Solution Validation

## 5.2.5 Fruitport CS Power Users

- Participate in project activities as required by the project team and project manager(s).
  - Provide subject matter expertise on the Fruitport CS business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.

*Fruitport Community Schools Tyler Technologies, Inc.* 



- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Fruitport CS staff during and after implementation.

### 5.2.6 Fruitport CS End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Fruitport CS Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Fruitport CS third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

#### 5.2.7.1 Fruitport CS GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Fruitport CS GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 Fruitport CS Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Fruitport CS's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Fruitport CS and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.



## 5.2.8 Fruitport CS Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

#### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Fruitport CS.

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

## Work Breakdown Structure (WBS)

\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

## 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Fruitport CS with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Fruitport CS gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Fruitport CS's team. During this step, Tyler will work with the Fruitport CS to establish the date(s) for the Project and Phase Planning session.

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Fruitport CS project team.

STAGE 1	Init	ial Co	oord	inatio	on													
	Tyle	er							Fruitport CS									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
Tyler project team is assigned	А	R	С	1	1	1	T		1		1							
Fruitport CS project team is assigned									А	I	R	I	I	I				
Provide initial project documents to the Fruitport CS		А	R	С			С		I		I							
Gather preliminary information requested			I						А		R	С		С		С	С	
Sales to implementation knowledge transfer		А	R	I	I	I	I				I							
Create Project Portal to store project artifacts and facilitate communication		А	R								I							



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

Project activities begin after the agreement has been fully executed.

## 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Fruitport CS to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Fruitport CS Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Fruitport CS's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Fruitport CS Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Fruitport CS with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Proj	Project/Phase Planning															
	Tyle	r							Fruit	port (	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)	А	R					I		С	С	I			
Develop Project Management Plan	А	R					Ι		С	С	I			
Develop initial project schedule	А	R	I	I	I	I	I	I	С	С	Ι	I	С	I
Inputs	С	ontrad	ct doc	umen	ts									

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Fruitport CS provides acceptance of schedule based on resource availability, project budget, and goals.

• Fruitport CS has reviewed and completed the Guide to Starting Your Project document.

## 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The Fruitport CS is responsible for the installation, setup and maintenance of all peripheral devices.

- Ensure the Fruitport CS's infrastructure meets Tyler's application requirements.
- Ensure the Fruitport CS's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infra	Infrastructure Planning															
	Tyle	r							Fruitport CS								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		А	R		С		С				С						С



Schedule Environment Availability		А	R				С				I						
Inputs Initial Infrastructure Requirements																	
Outputs / Deliverables	Acceptance Criteria [only] for Deliverables												S				
	Comple	ted Infr	astruc	ture F	Requir	emen	ts		Delivery of Requirements								

## 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Fruitport CS Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Fruitport CS team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stal	kehol	der N	/leeti	ng												
	Tyle	r							Fruitport CS								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	T	А	R	T	I				I	I	С		I				
Review Stakeholder Meeting Presentation		I	С						А		R		С				
Perform Stakeholder Meeting Presentation	I	А	R	I	I				I	I	С	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	



None

## 6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other Fruitport CS offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

#### **Objectives:**

- Identify all Fruitport CS GIS data sources and formats.
- Tyler to understand the Fruitport CS's GIS needs and practices.
- Ensure the Fruitport CS's GIS data meets Tyler product requirements.

STAGE 1	GIS	Prep	aratio	on													
	Tyle	r							Fruitport CS								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		А	R				С				С						С
Determine all GIS Data Sources			I				I		А		R						С
Provide Source GIS Data			1				1		А		R						С
Review GIS Data and Provide Feedback		А	R				С				I						С

Inputs GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

#### Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Fruitport CS is responsible for maintaining the GIS data.



## 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Fruitport CS
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Fruitport CS business processes. This information will be used to identify and define business processes utilized with Tyler software. The Fruitport CS collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Fruitport CS team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Fruitport CS team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

- Provide a basic understanding of system functionality.
- Prepare the Fruitport CS for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	Fruitport CS



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed Provide pre-requisites	Executive Manager	Implementation Manager	Project Manager	Demonstration Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	) - Subject Matter Experts (Power	<ul> <li>Department Heads</li> </ul>	End Users	) - Technical Leads
Complete pre-requisites											А	R		С			С
Conduct orientation			А	R							1	1		1	1		1

Inputs	Solution orientation materials
	Training Plan

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Fruitport CS and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Fruitport CS will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Fruitport CS's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Fruitport CS



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			А	R	I	I	1				С	С	С	С			С
Discuss future-state options			А	R	С	С	С				С	С	С	С			С
Make future-state decisions (non-COTS)			С	С	С	С	С				А	R	I	С			С
Document anticipated configuration options required to support future state			A	R	С	С	С				I	I	I	I			I

Inputs Fruitport CS current state documentation Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state	Delivery of document
	decisions and configuration options to support	
	future-state decisions.	

#### Work package assumptions:

- Fruitport CS attendees possess sufficient knowledge and authority to make future state decisions.
- The Fruitport CS is responsible for any documentation of current state business processes.
- The Fruitport CS can effectively communicate current state processes.

### 6.2.3 This work package is not applicable.

#### 6.2.4 This work package is not applicable.

### 6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Fruitport CS against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

## 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

- All licensed software is installed and operational.
- The Fruitport CS can access the software.

STAGE 3	Initi	al Sys	tem (	Deplo	ymen	it (Ho	sted/	SaaS)	*								
	Tyle	r							Fruitport CS								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			А				R				T						С
Install Licensed Software for Included Environments			А				R				I						С
Install Licensed Software on Fruitport CS Devices (if applicable)			I				С				A						R
Tyler System Administration Training (if applicable)			А				R				I						С



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Fruitport CS	Software is accessible
	Devices (if applicable)	
	Installation Checklist/System Document	

- The most current available version of the Tyler Licensed Software will be installed.
- The Fruitport CS will provide network access for Tyler modules, printers, and Internet access to all applicable Fruitport CS and Tyler Project staff.

## 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Fruitport CS to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Fruitport CS collaborates with Tyler staff iteratively to validate software configuration.

- Software is ready for validation.
- Educate the Fruitport CS Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Con	figur	ation														
	Tyle	r							Fruit	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			А	R							I	С		С			
Complete Tyler configuration tasks (where applicable)			А	R							I	I		I			
Complete Fruitport CS configuration tasks (where applicable)			-	С							А	R		С			
Standard interfaces configuration and training (if applicable)			А	R			С				I	С		С			С



	Updates to Solution Validation testing plan			С	С							А	R		С			С
--	--	--	--	---	---	--	--	--	--	--	--	---	---	--	---	--	--	---

Inputs	Documentation that describes future state decisions and configuration options to support future
	state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

• Tyler provides guidance for configuration options available within the Tyler software. The Fruitport CS is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Fruitport CS users on how to execute processes in the system to prepare them for the validation of the software. The Fruitport CS collaborates with Tyler staff iteratively to validate software configuration options to support future state.

- Ensure that the Fruitport CS understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Proc	cess R	efine	ment													
	Tylei	r							Fruit	port (	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			А	R							I	С	I	С			
Confirm process decisions			I	С						А	R	С	I	С			
Test configuration			1	С							А	R		С			
Refine configuration (Fruitport CS Responsible)			I	С							A	R		С			



Refine configuration (Tyler Responsible)		А	R				I	I	I		
Validate interface process and results		T	С		С		А	R	С		С
Update Fruitport CS-specific process documentation (if applicable)		I	С				A	R	С		
Updates to Solution Validation testing plan		С	С				A	R	С		С

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support
	future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Fruitport CS-specific process	
	documentation (completed by Fruitport CS)	

None

### 6.3.4 This work package is not applicable.

### 6.3.5 This work package is not applicable.

### 6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 **Production Readiness**

Activities in the Production Readiness stage will prepare the Fruitport CS team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Fruitport CS to review the status of the project and the organizations readiness for go-live.

## 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Fruitport CS verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Fruitport CS organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solu	ution	Valid	atior	)												
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			А	R	С						С	С		С			
Update test scripts (as applicable)			С	С	С						А	R		С			
Perform testing			С	С	С						А	R		С			
Document issues from testing			С	С	С						А	R		С			
Perform required follow- up on issues			А	R	С						С	С		С			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Fruitport CS updates report with testing results

#### Work package assumptions:



- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and the Fruitport CS will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Fruitport CS has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Fruitport CS will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### **Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-	Live	Read	iness													
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	А	R	С	С	T	С	I	T	I	I		T				I
Conduct Go-Live planning session		А	R	С							С	С	С	С	С		С
Order peripheral hardware (if applicable)			I							А	R						С
Confirm procedures for Go-Live issue reporting & resolution		А	R	I	I	I	I				С	С	I	I	I	I	I
Develop Go-Live checklist		А	R	С	С						С	С	1	С			С
Final system infrastructure review (where applicable)			А				R				С						С

Inputs	Future state decisions
	Go-live checklist

Outputs / Acceptance Criteria [only] for Deliverables
Deliverables



Updated go-live checklist	Updated Action plan and Checklist for go-live							
	delivered to the Fruitport CS							

None

## 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Fruitport CS specific business process documentation. Fruitport CS-led training labs using Fruitport CS specific business process documentation if created by the Fruitport CS can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- The Fruitport CS is prepared for on-going training and support of the application.

STAGE 4	End	Usei	r Trai	ning													
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		А	R	С							С		Ι		С		
End User training (Tyler- led)		А	R	С							С	С	I	С	С	С	
Train-the-trainer		А	R	С							С	С	Ι	С			
End User training (Fruitport CS-led)			С	С							А	R	I	С	С	С	

Inputs	Training Plan									
	t of End Users and their Roles / Job Duties									
	Configured Tyler System									

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Fruitport CS signoff that training was delivered



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- The Fruitport CS project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Fruitport CS as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Fruitport CS departments.
- The Fruitport CS will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

#### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

#### Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 **Production**

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Fruitport CS will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Fruitport CS to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Fruitport CS and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with the Fruitport CS during Go-Live activities. The Fruitport CS transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- Fruitport CS data available in Production environment.



STAGE 5	Go-	Live															
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			С		С						А						R
Final source data pushed into production environment, if applicable			A	С	R						Ι	С		С			С
Proof final converted data, if applicable			С	С	С						А	R		С			
Complete Go-Live activities as defined in the Go-Live action plan			С	С	С					А	R	С	I	С			
Provide Go-Live assistance			А	R	С	С		I			С	С	I	С		I	С

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Fruitport CS confirms data is available in production environment

- The Fruitport CS will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Fruitport CS business processes required for Go-Live are fully documented and tested.
- The Fruitport CS Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Fruitport CS Project Team and Power User's provide business process context to the end users during Go-Live.

### 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition

of the Fruitport CS onto the Tyler Client Services team, who provides the Fruitport CS with assistance following Go-Live, officially transitioning the Fruitport CS to operations and maintenance.

#### **Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Fruitport CS teams for key processes and subject areas.

STAGE 5	Tra	ransition to Client Services															
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Fruitport CS to Client Services and review issue reporting and resolution processes	I	-	А	—	I			R	I	I	С	С		С			
Review long term maintenance and continuous improvement			А					R			С	С		С			

#### Inputs Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

#### Work package assumptions:

• No material project issues remain without assignment and plan.

## 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.





STAGE 5	Post Go-Live Activities																
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	С	С	С	С	1			С	С	1	С			С
Determine resolution plan in preparation for phase or project close out		A	R	С	С	С		I			С	С	I	С			

Inputs List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

#### Work package assumptions:

• System is being used in a live production state.

#### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

#### 6.6 **Close**

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Fruitport CS transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

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#### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Fruitport CS for systems implemented in the Phase.

#### Objectives:

• Agreement from Tyler and the Fruitport CS teams that activities within this phase are complete.

STAGE 6	Pha	Phase Close Out															
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	А	R						I	I	С						
Hold post phase review meeting		А	R	С	С	С	С				С	С	С	С			С
Release phase- dependent Tyler project resources	А	R	I								I						

Participants	Tyler	Fruitport CS
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users,
		Technical Leads
	Technical Consultants (Conversion, Deployment,	
	Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	



#### Work package assumptions:

• Tyler deliverables for the phase have been completed.

#### 6.6.2 **Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Fruitport CS may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Fruitport CS teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Pro	Project Close Out															
	Tyle	r							Frui	tport	CS						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		А	R	С	С	С	С				С	С	С	С			С
Deliver post project report to Fruitport CS and Tyler leadership	I	А	R						I	I	С						
Release Tyler project resources	А	R	T								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Fruitport CS acceptance; Completed report
		indicating all project Deliverables and
		milestones have been completed

#### Work package assumptions:

• All project implementation activities have been completed and approved.



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- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

#### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

Post Project Report.

#### Close Stage Acceptance Criteria:

• Completed report indicating all Project deliverables and milestones have been completed.

#### 7. General Assumptions

Tyler and the Fruitport CS will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

#### 7.1 **Project**

- Project activities will begin after the Agreement has been fully executed.
- The Fruitport CS Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Fruitport CS project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Fruitport CS is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Fruitport CS to make process changes.
- The Fruitport CS is responsible for defining, documenting, and implementing their policies that result from any business process changes.

#### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Fruitport CS is responsible for managing Organizational Change. Impacted Fruitport CS resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is





ensuring that impacted Fruitport CS resources understand the value of the change, and why they are being asked to change.

#### 7.3 Resources and Scheduling

- Fruitport CS resources will participate in scheduled activities as assigned in the Project Schedule.
- The Fruitport CS team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Fruitport CS will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Fruitport CS will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Fruitport CS makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Fruitport CS will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Fruitport CS will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

#### 7.4 This work package is not applicable.

#### 7.5 Facilities

- The Fruitport CS will provide dedicated space for Tyler staff to work with Fruitport CS resources for both on-site and remote sessions. If Phases overlap, Fruitport CS will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Fruitport CS will provide staff with a location to practice what they have learned without distraction.



### 8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services
	required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



# Part 4: Appendices

9. No Conversion - This work package is not applicable.

Fruitport Community Schools Tyler Technologies, Inc.

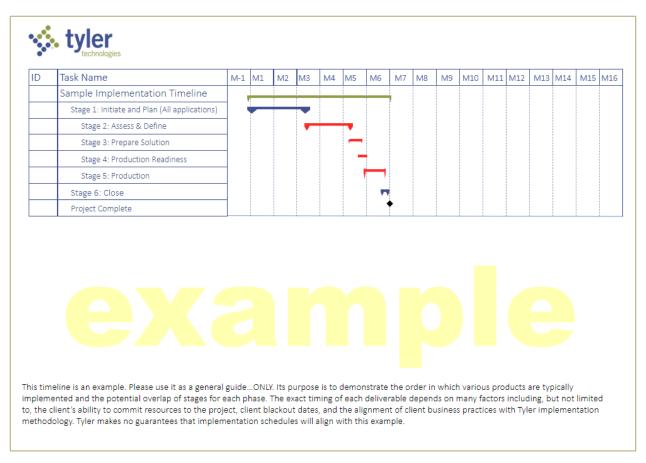


## 10. Additional Appendices



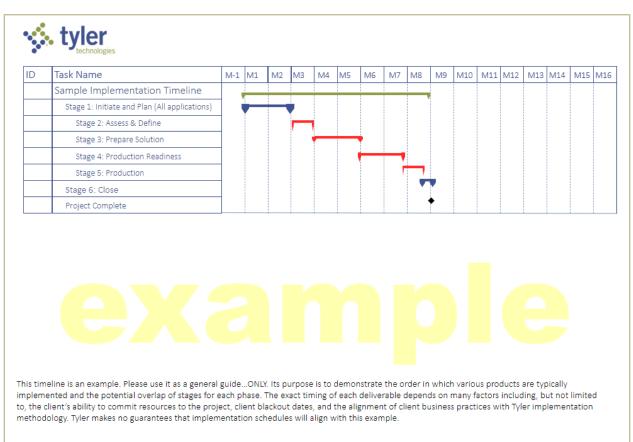
### 11. Project Timeline

#### 11.1 Telematics Timeline





#### 11.2 Student Transportation Timeline







Personnel Committee Monday, March 10, 2025 5:00 p.m.

#### **MEETING MINUTES**

#### Meeting Location:

Fruitport Community Schools Central Office 3255 E. Pontaluna Rd. Fruitport, MI 49415

#### Attendance:

The meeting was called to order at 5:00 p.m. Dave Hazekamp, Steve Kelly, Kathy Six, and Jason Kennedy were present.

- 1. March 2025 Personnel Report The Committee reviewed the Personnel Report for March 2025. This report included each of the recommendations for new hire, resignations, retirement notices, transfers, and positions that are still posted and vacant in the District.
- Staff Retirement Notifications The Committee discussed the retirement notifications received from Mindy Freeland (4th Grade Teacher - Beach), Bobbie Wash (4th Grade Teacher - Beach), and Dina Woodard (6th Grade Teacher - FMS), all effective June 30, 2025.
- 3. Update on Director of Special Education Position The Committee was provided with an update on the posting and hiring process for the Director of Special Education position within Fruitport Community Schools and the Eastern Service Unit.
- 4. Early Childhood Center Tuition and Staff Wage Increase Recommendation The Committee discussed a memorandum from Pam Bergey recommending an increase in tuition to the weekly rate by \$8 to \$9. The last rate increase was in January 2023. This would help offset increases in operating costs. Pam also recommends a 50 cents per hour wage increase for staff due to changes in minimum wage.

- **5. FEA Contract Schedule B Update -** The Committee discussed a process to be used that will review and make recommendations to improve the Schedule B addendum to the contract between the Board and the Fruitport Education Association (FEA).
- 6. Letters of Agreement: Fruitport Administrator's Association (FAA) The Committee discussed letters of agreement to provide extra duty compensation to special education administrators while they temporarily take on an increased caseload due to the resignation of Jamie Venema, Special Education Supervisor. Payout of sick time for the resigning special education supervisor was also included in a letter of agreement with the FAA.
- **7. Other:** The Committee discussed the policy update from Thrun Law Firm on the Earned Sick Time Act (ESTA) that was discussed at the Student Affairs Committee meeting.
- 8. Public Comment: None
- 9. Adjournment: The meeting was adjourned at 5:37 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

#### LETTER OF AGREEMENT FRUITPORT ADMINISTRATOR'S ASSOCIATION,

#### and the

#### FRUITPORT COMMUNITY SCHOOLS

#### **RE: Extra Duty Temporary Increase**

Due to the resignation of a Special Education Supervisor and the Eastern Service Unit making adjustments for next year in terms of districts, the district is not replacing the Supervisor for the remaining portion of the year. The Director and two remaining Supervisors will cover all 4 districts for the rest of the school year.

- 1. The additional work on the three employees will be compensated based on the following:
  - a. The employees will receive an increase in their weekly gross wage in the amount of an increase of the reasonability factor of .0105 (1.05%) or \$851.40 per week.
  - b. This payment would be made for the thirteen (13) weeks from March 3 through June 6, excluding the week of April 7<sup>th</sup> due to spring break.
  - c. The extra duty pay based on sections a and b would equate to \$11,068.24 per employee.
- 2. This letter of agreement shall not constitute precedent and shall not constitute a waiver of the Association's rights under the law and the collective bargaining agreement.
- 3. All other provisions of the collective bargaining agreement shall remain in full force and effect until a successor agreement is reached.

For the District

Dated:

For the Associati

Dated: 3/14/25

#### LETTER OF AGREEMENT FRUITPORT ADMINISTRATOR'S ASSOCIATION,

#### and the

#### FRUITPORT COMMUNITY SCHOOLS

#### **RE:** Special Education Supervisor Sick Leave Payment

- 1. For a Special Education Supervisor and administrator of more than 15 years at Fruitport Community Schools, both parties agree to waive Article 10 Section 2 and the \$112.50 per day and provide the following:
  - a. \$15,000 of the employee's sick bank even though the employee is not retiring into the Michigan Pension System. This payment will be made in the second paycheck in March and assumes the employee will not use a total of 10 sick days in the month of February.
- 2. The district agrees to also pay Article 14 Section 8 which is a \$5,000 non-elective 403b contribution during the second paycheck in March.
- 3. This letter of agreement shall not constitute precedent and shall not constitute a waiver of the Association's rights under the law and the collective bargaining agreement.
- 4. All other provisions of the collective bargaining agreement shall remain in full force and effect until a successor agreement is reached.

For the District

Lauren Chesney\*

Dated: 2/13/2025

For the Association

\* Approved via email on 02/13/2025 (sent to Mark Mesbergen and Jamie Venema)

#### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

To: Board of Education

Attachment #XII-3

From: Mark Mesbergen

#### **Subject to be Discussed and Policy Reference:** Childcare Rate and Staff Wage Rate Increase

#### **Background Information:**

Over the past couple of months Pam has been working on a recommendation to increase the tuition rates as the last increase was back in January 2023. The reason for the length of time was due to the large amount of federal funds this department received so the district was trying to help the parents to no increase tuition. Per the attached recommendation, you can see she was done her research in terms of looking at the surrounding daycares and we are between \$25-\$90 less a week. With the increasing cost (per the budget amendment approved in January 2025), the district knew there was going to be an increase recommendation to try to balance the budget. Additionally, it is recommended that hourly staff be provided a \$0.50 per hour increase to account for recent changes in the minimum wage law.

**Financial Impact:** \$45,000 increase to ECC's revenue.

#### **Recommended Action:**

To approve the recommendation to increase tuition rates per the attached recommendation, and to increase the hourly rate of ECC staff by \$0.50 an hour to account for recent changes in minimum wage laws, as discussed.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	
Meeuwenberg	Mueller	Six		



#### Fruitport Community Schools Early Childhood Center

Pam Bergey, Director 3113 Pontaluna, Fruitport, MI 49415 Ph: 231.865.4056 • Fax: 231.865.4103 pbergey@fruitportschools.net



TO:	Jason Kennedy, Mark Mesbergen and FCS Board of Education
FROM:	Pam Bergey, ECC Director
DATE:	February 17, 2025
RE:	Childcare rate increase & Staff wage increase

I would like to propose a tuition rate increase for childcare services for our Early Childhood Center and a staff payroll increase. Our current tuition rates are between \$25 and \$90 less a week then our neighboring childcare facilities.

I would like to request a change in our weekly rate between \$8 to \$9 increase. A rate sheet is attached. This would be added revenue of approximately \$380 per week. The last rate increase was January 2023.

If the tuition rate is approved, I would recommend .50 cents per hour wage increase due to the recent change in minimum wage. This wage increase will help us be competitive with neighboring districts. The cost would be approximately \$240 per week in wages.

The increased tuition will also help offset the cost of decreased revenues and the increase in daily operation costs. Our program was awarded numerous grants during COVID, which is now getting depleted.

If the proposed rate increase is approved, I will communicate with parents and give them a month notice before the new rates begin.

Thank you for your attention to this matter. Please contact me if you have any questions.

# ECC childcare rates 2-17-25

### Infants and Toddlers

<u>Current Rates</u> <b>27 hrs or less per week</b> \$157	Proposed Increase \$165			
<b>27 – 45 hrs per week</b> \$191	\$200			
45 or more hrs per week				
\$201	\$220			
Preschool age rates				
27 hrs or less per week				
\$141	\$150			
27-45 hrs per week				
\$177	\$185			
45 hrs or more per week				
\$187	\$205			

Our families have the option to change their schedule weekly, which includes tuition charges. Not many districts allow that flexibility. Siblings also get a 10% discount.



Student Affairs Committee Monday, March 10, 2025 5:30 p.m.

#### **MEETING MINUTES**

#### <u>Meeting Location</u>: Fruitport Community Schools Central Office 3255 E. Pontaluna Rd.

Fruitport, MI 49415

#### Attendance:

The meeting was called to order at 5:37 p.m. with Tim Burgess, Dave Hazekamp, Josh Mueller, and Jason Kennedy present.

- 1. **Overnight Field Trip Request: Varsity Baseball Team** The Committee discussed an overnight trip request from Varsity Baseball Coach Nick Reed for students to stay the night in Traverse City, MI on April 25-27, 2025. The team will be playing Traverse City Central in a double header, then staying the night on Saturday evening to participate in team building activities. Costs are covered through fundraising.
- 2. Overnight Field Trip Request: DECA The Committee discussed an overnight trip from Danielle Hershey and the DECA program on April 25-30, 2025 for students to participate in the DECA International Competition in Orlando, FL. Students who excelled at the state competition advance to the international competition. Costs are covered through fundraising and Career and Technical Education funding that the District receives to support these opportunities.
- 3. Thrun Law Policy Updates: March 2025 The Committee discussed a policy update from Thrun Law Firm pertaining to a new policy, Michigan Earned Sick Time Act (ESTA), Policy 4113. A copy of the policy was provided to each member of the Committee for review as the first reading of the new policy. This replaces the first reading of a similar policy that was discussed in January 2025.
- 4. **2025-2026 Student Handbook Update** The Committee reviewed the process that will be used to update student handbooks for the 2025-2026 school year.

- 5. **Fall 2024 Pupil Membership Audit Completed** The Committee reviewed the Fall 2024 Pupil Membership Audit that was recently completed.
- Instructional Council Committee Update The Committee reviewed the work of the Instructional Council and provided the next meeting date to the Committee. The Instructional Council will next meet on May 1, 2025 from 12:00 p.m. - 3:00 p.m. in the Boardroom.
- 7. **Reproductive Health and Sex Education Advisory Board (SEAB) Update -** The Committee discussed a recommendation from the SEAB pertaining to revised and amended resources and materials to support the 5th grade curriculum. Amy Upham, co-chair of the Sex Education Advisory Board, reviewed the recommended changes with the Committee. At least two (2) public hearings must be conducted by the Board of Education before any action can be taken by the Board to consider any recommended changes.
- 8. **Other:** None
- 9. Public Comment: None
- 10. Adjournment: The meeting was adjourned at 6:48 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

# Thrun Policy Update Guide

# Guide for Adopting the ESTA Thrun Policy Update March 3, 2025



# **Thrun Policy Update Guide**

# **Table of Contents**

- 1. Cover letter from Thrun attorneys
- 2. Policy Update Summary
- **3. Instructions for Implementation**





ALL OTHER SHIPPING 2900 West Road, Suite 400 East Lansing, MI 48823-6386

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March 3, 2025

#### **Re: Another ESTA Policy Update**

Dear Thrun Policy Service Subscriber:

We published a policy update on January 17, 2025 to add a board policy to the Thrun Policy Manual based on the Michigan Earned Sick Time Act (ESTA), which at that time was anticipated to go into effect on February 21, 2025. ESTA did go into effect on that date as anticipated, but it was amended by the Legislature later that same day. Those amendments triggered updates to this policy, as well as its related form (the ESTA Hire Notice) and the form's attachment (a PDF copy of the amended ESTA).

We appreciate your patience as we continue to monitor ongoing changes in the law to ensure your board policies are always following legal compliance and best practices. Please do not hesitate to reach out with any questions. Policy subscribers with questions about these policy changes should contact their <u>Thrun Labor and Employment attorney</u>. Please contact Thrun's Board Policy Administrator Lucas Savoie (<u>Policy@ThrunLaw.com</u>) with any questions about accessing the updated materials, or to be connected with a Thrun attorney.

Very truly yours, THRUN LAW FIRM, P.C.

#### Policy Update Summary

#### Thrun Policy Update – March 3, 2025

Board Policy Manual						
Policy / Form	Revision(s) Made					
4000 Series						
4113 Michigan Earned Sick Time Act (ESTA)	On February 21, 2025, the Michigan legislature passed					
4113-F Michigan Earned Sick Time Act (ESTA) Form	amendments to the Earned Sick Time Act (ESTA). The					
- ESTA Hire Notice	updated policy and forms reflect these amendments to					
	the ESTA.					
4113-F Attachment - ESTA	When sending the ESTA Hire Notice (Form 4113-F),					
	include this PDF attachment that provides an updated					
	copy of the ESTA, as well as the LEO Hire Notice (when					
	published by LEO). There is a placeholder page in Form					
	4113-F to serve as a reminder to include this LEO Hire					
	Notice once it has been made available by LEO.					



#### Series 4000: District Employment

#### 4100 Employee Rights and Responsibilities

#### 4113 Michigan Earned Sick Time Act (ESTA) [Required for Districts with More Than 10 Employees]

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025, until that contract expires, if all of the following are satisfied:

- the District and the employee signed the contract on or before December 31, 2024;
- the contract is effective for not longer than 3 years; and
- the District notified the Michigan Department of Labor and Economic Opportunity (LEO) of the contract.
- B. Definitions
  - 1. "ESTA benefit year" means the 12-month period from July 1 to June 30.
  - 2. "Eligible employee" means an employee engaged in service to the District. The following, however, are not eligible employees:
    - a. an unpaid trainee or unpaid intern;
    - b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or
    - c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.



- 3. "Family member" is defined as:
  - a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;
  - b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;
  - c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;
  - d. grandparent, grandchild, and biological, foster, or adopted sibling;
  - e. an individual related by blood; or
  - f. an individual whose close association with the eligible employee is the equivalent of a family relationship.
- 4. "Earned sick time" means paid leave as allowed by the ESTA.
- 5. All other ESTA-defined terms apply to this Policy.
- C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

- D. ESTA Leave Accrual and Frontloading
  - 1. Leave Accrual



Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

- a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
- an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
- 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

The District is in compliance with this Section D if it:

- provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or
- is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.



E. Additional Absences

Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

- 1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
- 2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
- 3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- 4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- 5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation



that earned sick time was used for an ESTA purpose. The District will be responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in 15 minute increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.
- H. Notice and Recordkeeping

The District will:

- 1. provide an ESTA notice created by LEO to each eligible employee at hire or by March 23, 2025, whichever is later (see 4113-F);
- 2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and
- 3. retain for not less than 3 years records documenting hours worked and earned sick time taken by eligible employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)



Date adopted:

Date revised:



#### Series 4000: District Employment

#### 4100 Employee Rights and Responsibilities

#### 4113-F Michigan Earned Sick Time Act (ESTA) Form

#### ESTA Hire Notice

Pursuant to the Michigan Earned Sick Time Act (ESTA), an eligible employee generally (1) earns 1 hour of earned sick time for every 30 hours worked, but the District may cap use of earned sick time to 72 hours per ESTA benefit year, or (2) receives at least 72 hours of earned sick time at the beginning of the District's ESTA benefit year (prorated for a part-time employee under certain circumstances). The District's ESTA benefit year is the 12-month period from July 1 to June 30.

Retaliatory personnel action by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited. An eligible employee may file a complaint with the Michigan Department of Labor and Economic Opportunity (LEO) for any ESTA violation.

Terms under which earned sick time may be used are identified in the ESTA and in District Policy 4113, which terms are incorporated by reference into this Notice. An eligible employee may use earned sick time for the following reasons:

- 1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
- 2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
- if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- 4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- 5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because



of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A LEO ESTA brochure is attached to this notice, along with a copy of the ESTA.

[Attach LEO Hire Notice When Published by LEO]



#### **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

#### To: Board of Education

Attachment #XIII-3

From: Jason Kennedy

#### Subject to be Discussed and Policy Reference:

Overnight Field Trip Request - Varsity Baseball Games in Traverse City

**Background Information:** The Varsity Baseball Team has requested an overnight trip from Varsity Baseball Coach Nick Reed for students to stay the night in Traverse City, MI on April 25-27, 2025. The team will be playing Traverse City Central in a double header, then staying the night on Saturday evening to participate in team building activities.

**Financial Impact:** Costs are covered through fundraising.

#### **Recommended Action:**

To approve the overnight trip request from Varsity Baseball Coach Nick Reed to stay the night in Traverse City, MI on April 25-27, 2025, as discussed.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	
Meeuwenberg	Mueller	Six		



Fruitport Community Schools Overnight Field Trip Request

The details for this overnight trip are as follows:

#### **Backaround Information**

Group Requesting Permission: Varsity Baseball Staff Person(s) in Charge: Nick Reed Start of Trip Date 4/25/2025 End of Trip Date 4/27/2025 Funding Sources: Vertical Raise, T shirt sales and youth camp will help with cost. Are all students Participating? Yes Chaperone/Student Ratio: 5 coaches and approximately 16 players *Destination Information* Destination: Traverse City, Michigan Destination Information: 106 Highview Road Traverse City, MI 49696 Nick Reed 6164052875 Purpose of Trip: The baseball team will be playing a double header against TC Central and then staying the night to do some team building activities on Saturday and traveling home on Sunday morning.

#### Lodging Information

Lodging Accommodations: Air BNB Lodging information: 106 Highview Road Traverse City, MI 49696 Transportation Arrangements: We will be departing around lunch and stopping for food. Saturday we will do team breakfast at the house, then a team building activity before lunch. Escape room and mini golf. The grab lunch and head back to the house for games and dinner with families.

#### **Emergency Information**

Emergency Contact: Nick Reed-6164052875 Emergency Forms Complete? Yes Parent Notification is Complete and Attached to this Form? No

Principal/Supervisor Signature

Date

TROJAN @ BASEBALL

#### Players and Coaches will adhere to the Athletic code of conduct and Student Handbook along with the Baseball Team's Standards.

#### Traverse City Weekend Itinerary:

#### Friday April 25:

. .

10:30 am- Depart Fruitport
11:30 am- Stop to stretch and Lunch (Ludington)-<u>Players will need money for lunch.</u>
12:30 pm depart from Ludington to Traverse City
330 pm Arrive for Game against TC
5 pm Game Time

#### **Game Information**

(950 Airport Access Rd)-Field address Tickets should be purchased in advance on GoFan.co - LINK to purchase tickets: <u>All sporting events Cash \$7.00 or \$6.00 if paying by credit/debit or apple pay</u>

11 pm In house

#### Saturday April 26th:

8 am Breakfast Team
9 am Team Activity (Baseball Player and Coaches)
11 am Lunch
1230- Team Building Activity (Baseball Players and Coaches)(escape Rooms)
2pm -Team Games
5 pm Family Fun Food and Fire (Family and Friends of the program)
-Meat, Bread, Condiments will be provided by Program

Sunday: April 27th Breakfast 730 am Depart for Home

## **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

#### To: Board of Education

Attachment #XIII-4

From: Jason Kennedy

**Subject to be Discussed and Policy Reference:** Overnight Field Trip Request – DECA International Competition

**Background Information:** DECA and teacher/advisor Danielle Hershey have requested an overnight trip for the DECA program to participate in the DECA International Competition in Orlando, FL on April 25-30, 2025. Students who excelled at the state competition advance to the international competition.

#### **Financial Impact:**

Costs are covered through fundraising and Career and Technical Education funding that the District receives to support these opportunities.

#### **Recommended Action:**

To approve the overnight trip request from the DECA Program and Danielle Hershey to stay the night in Orlando, FL on April 25-30, 2025, as discussed.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	
Meeuwenberg	Mueller	Six		



## Fruitport Community Schools Overnight Field Trip Request

The details for this overnight trip are as follows:

## **Background Information**

Group Requesting Permission: DECA Staff Person(s) in Charge: Danielle Hershey Start of Trip Date 4/25/2025 End of Trip Date 4/30/2025 Funding Sources: CTE Funding, School Store, Fundraisers Are all students Participating? No Chaperone/Student Ratio: 1/5

## **Destination Information**

Destination: DECA International Competition Orlando, Florida Destination Information: Orange County Convention Center 9800 International Drive Orlando, FL 32819 407-685-9800 Purpose of Trip: DECA members have demonstrated their career knowledge and skills by participating in DECA's Competitive Events Program from district competition through the state competition. The students winning at the state level have the opportunity to compete at the international level.

## Lodging Information

Lodging Accommodations: Michigan DECA has been assigned to Rosen Shingle Creek Lodging information: 9939 Universal Blvd, Orlando, FL 32819 866-996-6338 Transportation Arrangements: Flights will be booked after the state competition and we know how many people will be attending. The tentative conference agenda can be found at https://cdn.prod.website-files.com/635c470cc81318fc3e9c1e0e/67c201eaf2ab477ed7252470\_DECA-25-ICDC-Schedule.pdf

## **Emergency Information**

Emergency Contact: Danielle Hershey 231-638-3324 Emergency Forms Complete? Yes Parent Notification is Complete and Attached to this Form? Yes

Principal/Supervisor Signature Date

# DECA EMERGING LEADERS AND ENTREPRENEURS

**OVERVIEW SCHEDULE** INTERNATIONAL CAREER DEVELOPMENT CONFERENCE 2025

# **ORLANDO** | 2025 INTERNATIONAL CAREER DEVELOPMENT CONFERENCE

## FRIDAY, APRIL 25

8:00 AM - 9:00 PM	Headquarters + Attraction Ticket Booth	W206
8:00 AM - 9:00 PM	Shop DECA + Blazer Shop	WB Lobby Reg Concourse
5:00 PM - 6:00 PM	Chartered Association Advisor Check-in Charter advisors register with their cluster of acception advisor of their accepted hold	W310A
6:30 PM	Chartered Association Advisor Dinner by mystation any Sponsored by NRE Encodetion Rise Lin	W309

## SATURDAY, APRIL 26

7:00 AM - 9:30 PM	Headquarters + Attraction Ticket Booth	W206
7:00 AM - 9:30 PM	Shop DECA + Blazer Shop	WB Lobby Reg Concourse
8:00 AM - 5:00 PM	DECA Day in the Parks Australia totical perchases required	
9:00 AM	Event Directors' Briefing	W221A
9:30 AM	Executive Officer Candidate Orientation + Interviews	W310A
1:00 PM - 5:00 PM	Exhibit Booth Set-up	WDI
5:00 PM	Parade of Chartered Associations Rehearsal	WA1-WB1
6:00 PM	National Advisory Board + Executive Mentor Reception (generation) and	W309
8:30 PM	Grand Opening Session	WA1-WB1
12:30 AM	Curfew Consistent a schematic scalars and enactional sub-carbon surface trans-	Assigned Hotel

## SUNDAY, APRIL 27

7:00 AM - 5:00 PM	Headquarters + Attraction Ticket Booth	W206
7:00 AM - 5:00 PM	Shop DECA + Blazer Shop	WB Lobby Reg Concourse
7:30 AM	Judge Check-in	West C Lobby
8:00 AM - 11:30 AM	School-based Enterprise Academy   Retail Operations	W312 + W314 + W315
8:00 AM - 3:30 PM	Emerging Leader Series	occc
8:00 AM - 4:00 PM	College + Career Exhibits Advects onto the 200 AM (200 AM)	WD1
8:00 AM - 5:00 PM	Competitive Event Testing Decodes DF Romers Adventision Events, rement Emercial mercy, Testin Decision Marrie Events, Industrial Series Events, Integrated Flad energ Carolision Events, Potoskinal Schot enacionsulting etschis	WB2-WB3 + Valencia B-D
8:00 AM - 5:00 PM	Competitive Event Preliminary Competition Grand Communit Reference Events, Fright Nordburgert Event L Engewene and Written Events, Stock Markos viame	WD2
9:00 AM	Virtual Business Challenge Participants' Briefing	Valencia A
9:00 AM - 4:00 PM	Advisor Professional Learning Series	W205
9:30 AM	Executive Mentor Check-in	W309
10:00 AM - 4:00 PM	Virtual Business Challenge Competition	WD1
12:00 PM	MDA Fundraising Recognition Luncheon Sponsered by the Absolute the Making Association (by Invitation colo	W309
12:30 PM - 4:00 PM	School-based Enterprise Academy   Food Operations	W312 + W314 + W315
4:00 PM	Voting Delegates' Briefing + Candidate Campaign Sessions	W311
12:30 AM	Curfew chapters and chartering associations may set order coulds/ repres	Assigned Hotel

## MONDAY, APRIL 28

7:00 AM - 5:00 PM	Headquarters + Attraction Ticket Booth	W206
7:00 AM - 5:00 PM	Shop DECA	WB Lobby Reg Concourse
7:30 AM	Judge Check-In	West C Lobby
8:00 AM - 4:00 PM	College + Career Exhibits	WD1
8:00 AM - 3:30 PM	Emerging Leader Series	occc
8:00 AM - 6:00 PM	Competitive Event Preliminary Competition Principles of Business Administration Events, Personal Financial Literacy, Ieam Decision Making Events Individual Series Events, Integrated Marketing Campaign Events, Professional Seiling and Consulting Event	WC + WD2
8:00 AM - 6:00 PM	School-based Enterprise Preliminary Competition	WD2
9:00 AM - 3:00 PM	Advisor Professional Learning Series	W205
10:00 AM - 4:00 PM	Virtual Business Challenge Competition	WD1
12:00 PM - 1:30 PM	Chartered Association Officer + Advisor Luncheon Sponsored by the U.S. Army (by invitation only	W311
2:00 PM - 3:30 PM	Leadership Recognition Reception	W309
2:00 PM - 4:00 PM	Meet the Candidates Session Open to all members	WA Lobby Reg Concourse
3:00 PM - 4:00 PM	Competitive Events Update Advisors only	W205
5:00 PM - 11:00 PM	DECA Night at Universal Orlando Advance ticket purchase required	Universal Orlando Resort
12:30 AM	Curfew Chapters and chartered associations may set earlier curfew times	Assigned Hotel

## TUESDAY, APRIL 29

7:30 AM - 6:00 PM	Headquarters	W206
8:00 AM	Achievement Awards Session	WA1-WB1
8:30 AM - 11:30 AM	Judge Check-In	West C Lobby
8:30 AM - 6:00 PM	Shop DECA + Finalist T-Shirts + Recognition Items	WB Lobby Reg Concourse
8:30 AM - 6:00 PM	Competitive Event Final Competition	WD2
12:00 PM	Business + Election Session	W304
6:00 PM - 7:00 PM	Scholarship + National Advisory Board Reception Sponsored by National Advisory Board Partners Lby Invitation only	W203
7:30 PM	Grand Awards Session	WA1-WB1
12:30 AM	Curfew Chapters and chartered associations may set earlier curfew times	Assigned Hotel

## WEDNESDAY, APRIL 30

9:00 AM - 11:00 AM	New Executive Officer Orientation	W310A
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# **ODECA** COMPETITIVE EVENTS INTERNATIONAL CAREER DEVELOPMENT CONFERENCE 2025

## PRINCIPLES OF BUSINESS ADMINISTRATION EVENTS + PERSONAL FINANCIAL LITERACY

## PRINCIPLES OF BUSINESS ADMINISTRATION EVENTS

PBM	Principles of Business Management and Administration Sponsored by College Board	CollegeBoard
PEN	Principles of Entrepreneurship Sponsored by Stukent	STUKENT
PFN	Principles of Finance	
PHT	Principles of Hospitality and Tourism Sponsored by The J. Willard and Alice S. Marriott Foundation	$ \frac{1 + \frac{1}{2} \left( 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 + 2 +$
РМК	Principles of Marketing Sponsored by Adobe	Adobe

## PERSONAL FINANCIAL LITERACY EVENT

PFL Personal F Sponsored by C

Personal Financial Literacy Sponsored by College Board

## SCHEDULE

## SUNDAY

#### 1:00 PM Participants' Briefing + Testing Valencia B-D

Check the DECA ICDC App for your Section Assignment prior to entering the room.

#### MONDAY

#### 8:00 AM Preliminary Competition

♥ WD2

Participants receive their preliminary competition appointment times during the Participants' Briefing on Sunday.

#### TUESDAY

#### 11:50 AM Final Competition 9 WD2

Finalists will be announced during the Achievement Awards Session. All blue-ribbon medallion finalists should immediately report to W206 to verify competition time.

## **OVERVIEW**



**O**CollegeBoard

## HIGHLIGHTS

#### OVERVIEW

- You have been assigned to a section with 16 to 20 participants, with whom you will compete against during preliminary competition.
- The presentation will be weighed twice (2 times) the value of the exam score. The exam score carries forward into the final round of competition.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WDL

## DECA QUEST

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### ACHIEVEMENT AWARDS SESSION

Silver-ribbon medallions will be awarded to individuals with the 10 highest comprehensive exam scores and the highest role-play score in each section.

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those individuals will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalists will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

# **TEAM DECISION MAKING EVENTS**

## COMPETITIVE EVENTS

BLTDM	Business Law and Ethics Team Decision Making Spornard by BusinessU Powered by Stukent CTE
BTDM	Buying and Merchandising Team Decision Making
ETDM	Entrepreneurship Team Decision Making
FTDM	Financial Services Team Decision Making
HTDM	Hospitality Services Team Decision Making Sponsored by A224Rent
MTDM	Marketing Management Team Decision Making Spensored by Adobe
STDM	Sports and Entertainment Marketing Team Decision Making Sponsored by Universal Destinations & Experiences Youth Programs
TTDM	Travel and Tourism Team Decision Making







Adobe

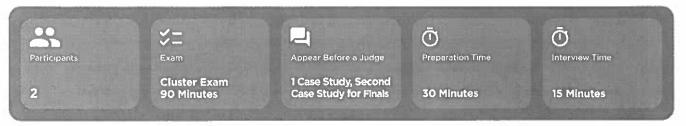


Foundation

9:00 AM Final Competition 9 WD2

Finalists will be announced during the Achievement Awards Session. All blue-ribbon medallion finalists should immediately report to W206 to verify compatition time.

## **OVERVIEW**



## HIGHLIGHTS

#### **OVERVIEW**

- You have been assigned to a section with 16 to 20 participant teams, with whom you will compete against during preliminary competition.
- Exam scores will be averaged to produce a single team score. The presentation will be weighted twice (2 times) the value of the averaged team score. The exam score carries forward into the final round of competition.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### ACHIEVEMENT AWARDS SESSION

Silver-ribbon medallions will be awarded to individuals with the 10 highest comprehensive exam scores and teams with the highest roleplay score in each section.

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those teams will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

## SCHEDULE

#### SUNDAY

1:00 PM Participants' Briefing + Testing 9 WB2-WB3

Check the DECA (CDC App for your Section Assignment prior to entering the room

#### MONDAY

#### 8:00 AM Preliminary Competition 9 WD2

Participants receive their proliminary composition appointment times during the Perticipants' Brigfing on Sunday

## TUESDAY



SIRM

Updated as of 02/25/25. Subject to change Please check www.deca.org/jcdc.for the most up-to-date schedule.

# INDIVIDUAL SERIES EVENTS

## **COMPETITIVE EVENTS**

ACT	Accounting Applications Series Sponsored by AICPA + CIMA	
ΑΑΜ	Apparel and Accessories Marketing Series Sponsored by Men's Wearhouse	MEN'S WEARHOUSE
ASM	Automotive Services Marketing Series Spansored by ASU W.P. Carey School of Business	Artsone State University
BFS	Business Finance Series	
BSM	Business Services Marketing Series Sponsored by Bentley University	B DENTLEY
ENT	Entrepreneurship Series Sponsored by SCAD	SCAD
FMS	Food Marketing Series Sponsored by Nestle	Neste.
HLM	Hotel and Lodging Management Series Sponsored by The J. Willard and Alice S. Marriott Foundation	11 (114) 114 (114) 114 (114) 11 (114) 114 (114) 114 (114)
HRM	Human Resources Management Series Sponsored by SHRM Foundation	Foundation
MCS	Marketing Communications Series	Adobe
QSRM	Quick Serve Restaurant Management Series Sponsored by Raising Carne's Chicken Fingers	Canes
RFSM	Restaurant and Food Service Management Series Sponsored by Raising Cane's Chicken Fingers	Canes
RMS	Retail Merchandising Series Sponsored by NRF Foundation Rise Up	RISEUP
SEM	Sports and Entertainment Marketing Series	STUKENT

## SCHEDULE

## SUNDAY

#### 9:00 AM Participants' Briefing + Testing 9 WB2-WB3

Check the DECA ICDC App for your Section Assignment prior to entering the room.

#### MONDAY

#### 8:00 AM

Preliminary Competition **9** WC

Participants receive their preliminary competition appointment times during the Participants' Briefing on Sunday.

#### TUESDAY

#### 11:50 AM Final Competition 9 WD2

Finalists will be announced during the Achievement Awards Session. All blue-ribbon medallion finalists should immediately report to W206 to verify competition time.

## OVERVIEW



## HIGHLIGHTS

#### **OVERVIEW**

- You have been assigned to a section with 16 to 20 participants, with whom you will compete against during preliminary competition.
- The cluster exam and each role-play presentation will be valued at one-third (1/3) of the total score. In the final round of competition, the role-play presentation will be weighted twice (2 times) the value of the exam score.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### ACHIEVEMENT AWARDS SESSION

Silver-ribbon medallions will be awarded to individuals with the 10 highest comprehensive exam scores and the highest role-play score for each role-play in each section.

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those individuals will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalists will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

# **BUSINESS OPERATIONS RESEARCH EVENTS**

## COMPETITIVE EVENTS

BOR	Business Services Operations Research Spensored by Piper Sondler	PIPER SANDLER
BMOR	Buying and Merchandising Operations Research	PIPER SANDLER
FOR	Finance Operations Research	PIPER   SANDLER
HTOR	Hospitality and Tourism Operations Research Sponsored by The J. Willard and Alice S. Marriott Coundation	al contra presentations
SEOR	Sports and Entertainment Marketing Operations Research Sponsured by Piper Sandler	PIPER SANDLER

## SCHEDULE

#### SUNDAY

8:40 AM **Preliminary Competition 9**WD2

Proliminary competition appointment times will be posted on the DECA App and at www.decs.org/icdc.by Saterday, April 26.

#### TUESDAY

9:30 AM **Final Competition Q**WD2

Finalists will be announced during the Achievement Awards Session, All blue-ribbon medallion finalists should immediately report to W206 to verify competition time

## **OVERVIEW**



## **HIGHLIGHTS**

#### **OVERVIEW**

- Written entries must be uploaded by April 8, 2025. You may bring a printed copy to provide your presentation judge.
- You have been assigned to a section with 16 to 20 participant teams, with whom you will compete against during preliminary competition.
- The written document will account for 60 points and the oral presentation will account for the remaining 40 of the total 100 points, minus penalty points.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER **EXHIBITS**

Visit over 80 college, career and business. exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WDI

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger bunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### ACHIEVEMENT AWARDS SESSION

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those teams will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

## PROJECT MANAGEMENT EVENTS

## **COMPETITIVE EVENTS**

PMBS	<b>Business Solutions Project</b>	
PMCD	Career Development Project	ΝΑΛ
PMCA	Community Awareness Project Sponsored by Piper Sondler	PIPER SANDLER
PMCG	Community Giving Project Spansored by American Red Cross	American Red Cross
PMFL	Financial Literacy Project	
PMSP	Sales Project Sponsored by Spirit Box	SPIRIT

## **SCHEDULE**

#### SUNDAY

8:40 AM Preliminary Competition 9 WD2

Preliminary competition appointment times will be posted on the DECA App and at www.deca.org/icdc by Saturday, April 26.

#### TUESDAY

9:30 AM Final Competition 9 WD2

Finalists will be announced during the Achievement Awards Session, All blue-ribbon medallion finalists should immediately report to W206 to verify competition time.

## **OVERVIEW**



## HIGHLIGHTS

#### **OVERVIEW**

- Written entries must be uploaded by April 8, 2025. You may bring a printed copy to provide your presentation judge.
- You have been assigned to a section with 16 to 20 participant teams, with whom you will compete against during preliminary competition.
- The written document will account for 60 points and the oral presentation will account for the remaining 40 of the total 100 points, minus penalty points.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

ACHIEVEMENT AWARDS SESSION

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those teams will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass

## ENTREPRENEURSHIP EVENTS + STOCK MARKET GAME

## ENTREPRENEURSHIP EVENTS

- EIP Innovation Plan Spensored by the Sovannah College of Art and Design (SCAD)
- ESB Start-up Business Plan Sponsored by Vector Marketing

## STOCK MARKET GAME

SMG Stock Market Game

## SCHEDULE





## SUNDAY

10:00 AM Preliminary Competition 9 WD2

Preliminary competition appointment times will be posted on the DECA App and at www.deca.org/iede by Saturday, April 26.

#### TUESDAY

10:30 AM Final Competition 9 WD2

Emails to will be appounded during the Achievement Awards Session. At blue-ribbon medalion tindists should immediately report to W206 to verify competition time.

## **OVERVIEW**



## HIGHLIGHTS

#### OVERVIEW

- Written entries must be uploaded by April 8, 2025. You may bring a printed copy to provide your presentation judge.
- You have been assigned to a section with 16 to 20 participant teams, with whom you will compete against during preliminary competition.
- The written entry and the oral presentation will account for a total 100 points, minus penalty points.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### ACHIEVEMENT AWARDS SESSION

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those teams will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

## **ENTREPRENEURSHIP EVENTS**

## **COMPETITIVE EVENTS**

EBG	Business Growth Plan Sponsored by Chick-fil-A
EFB	Franchise Business Plan
EIB	Independent Business Plan Sponsored by Clearpoint Business Group
IBP	International Business Plan





## SCHEDULE

#### SUNDAY

8:40 AM Preliminary Competition 9 WD2

Proliminary competition appointment times will be posted on the DECA App and at www.deca.org/icdc by Saturday, April 26.

#### TUESDAY

9:30 AM Final Competition 9WD2

Finalists will be announced during the Achievement Awards Session. All blue-ribbon medallion finalists should immediately report to W206 to verify competition time.

## **OVERVIEW**



## HIGHLIGHTS

#### **OVERVIEW**

- Written entries must be uploaded by April 8, 2025. You may bring a printed copy to provide your presentation judge.
- You have been assigned to a section with 16 to 20 participant teams, with whom you will compete against during preliminary competition.
- The written document will account for 60 points and the oral presentation will account for the remaining 40 of the total 100 points, minus penalty points.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

ACHIEVEMENT AWARDS SESSION

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those teams will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medal ons, with first, second and third places receiving DECA Glass.

# **INTEGRATED MARKETING CAMPAIGN EVENTS**

Adobe

Adobe

A Adobe

## COMPETITIVE EVENTS

Sponsored by Adobe

IMCE	Integrated Marketing Campaign - Event Sponsored by Adobe
IMCP	Integrated Marketing Campaign - Product Sponsared by Adobe
IMCS	Integrated Marketing Campaign - Service

SCHEDULE	S	С	Η	Ε	D	U	L	Ē
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SU	INDAY
Pa	<b>DO AM</b> rticipants' Briefing + Testing alencia B-D
	ch the DECA ICDC App for your Section ignment prior to entoring the room
MC	ONDAY
	: <b>OO AM</b> eliminary Competition /D2
	ticipants receive their proliminory petition appointment times during the ticipants' Briefing on Sunday
Par	and the second se

#### TUESDAY

10:30 AM Final Competition 9 WD2

Finalists will be announced during the Achievement Awards Sursion. All blue-ribbon medallion finalists should immediately report to W206 to verify competition time.

## **OVERVIEW**



## HIGHLIGHTS

#### **OVERVIEW**

- Written entries must be uploaded by April 8, 2025. You may bring a printed copy to provide your presentation judge.
- You have been assigned to a section with 16 to 20 participant teams, with whom you will compete against during preliminary competition.
- Exam scores will be averaged to produce a single team score. The written entry and the presentation will account for a total IOO points, minus penalty points. The combined written entry and presentation score will be weighted twice (2 times) the value of the exam score.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### ACHIEVEMENT AWARDS SESSION

Silver-ribbon medallions will be awarded to individuals with the 10 highest comprehensive exam scores and to the top combined written entry and presentation in each section.

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those teams will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medallion, with first, second and third places receiving DECA Glass.

## PROFESSIONAL SELLING AND CONSULTING EVENTS

## **COMPETITIVE EVENTS**

FCE	Financial Consulting Sponsored by Merrill Lynch	MERRILL
HTPS	Hospitality and Tourism Professional Selling Sponsored by The J. Willard and Alice S. Marriott Foundation	Real American Products
PSE	Professional Selling Sponsored by A2Z4Rent	a2z4rent

## SCHEDULE

#### SUNDAY

1:00 PM Participants' Briefing + Testing Valencia A

Check the DECA ICDC App for your Section. Assignment prior to entering the room.

#### MONDAY

8:20 AM Preliminary Competition 9 WD2

Participants receive their preliminary competition appointment times during the Participants' Briefing on Sunday.

#### TUESDAY

9:30 AM Final Competition 9WD2

Finalists will be announced during the Achievement Awards Session, All blue-ribbon medallion finalists should immediately report to W206 to verify competition time,

## **OVERVIEW**

Participants	<b>X-</b> Exam	Appear Before a Judge	Ō Interview Time
1	Cluster Exam 90 Minutes	Consultation/ Sales Presentation	15 Minutes

## HIGHLIGHTS

#### OVERVIEW

- You have been assigned to a section with 16 to 20 participants, with whom you will compete against during preliminary competition.
- The maximum score for the presentation evaluation is 100 points. The presentation will be weighted at twice (2 times) the value of the exam score. The exam score carries forward into the final round of competition.
- Visit www.deca.org/compete for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### ACHIEVEMENT AWARDS SESSION

Silver-ribbon medallions will be awarded to individuals with the 10 highest comprehensive exam scores and to the top presentation in each section.

Blue-ribbon medallions will be awarded to the top two overall scores in each section, and those teams will compete in final competition.

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

# VIRTUAL BUSINESS CHALLENGE EVENTS

## COMPETITIVE EVENTS

VBCAC	Accounting Spansored by Knowledge Matters	Knowledge Matters
VBCEN	Entrepreneurship Sponsored by Knowledge Harters	Knowledge Matters
VBCFA	Fashion Sponsored by Knowledge Hotters	Knowledge Maiters
VBCHM	Hotel Management Sponsored by The J. Willard and Alice S. Marnott Foundation	Ent   Solid Old (Solid Stars) Solid Stars (Solid Stars)
VBCPF	Personal Finance Sponsored by knowledge Matters	Knowledge Matters
VBCRS	Restaurant Spansored by Knowledge Matters	Knowledge Matters
VBCRT	Retail Sponsored by Knowledge Matters	Knowledge Motors
VBCSP	Sports Sponsorad by Knewledge Matters	Knowledge Maibers

## **SCHEDULE**

#### SUNDAY

9:00 AM Participants' Briefing ♥ Valencia A

Required for all competitors.

## 10:00 AM

#### **Competition Session 1** 9WD1

10.00 AM	Accounting
10.30 AM	Sports
11:00 AM	Fashion
11:30 AM	Hotel Management
1:00 PM	Personal Finance
130 PM	Restaurant
2,00 PM	Retail
2.30 PM	Entrepreneurship

#### MONDAY

#### 10:00 AM **Competition Session 2** 0 WD1

10.00 414	Accounting
10:30 AM	Sports
100 AM	Fashion
DEO AM	Hotel Management
100 PM	Personal Pinance
30 Pt4	Rostaurael
2:00 PM	Retail
2 30 PM	Entrepreneurship

## **OVERVIEW**



## **HIGHLIGHTS**

#### **OVERVIEW**

All VBC tracks will compete in two sessions at ICDC, and final rankings will be determined. based on their cumulative total profit (or networth for the Personal Finance sim) from both sessions. The competition sessions at ICDC will run for approximately 15 minutes.

#### **COLLEGE + CAREER EXHIBITS**

Visit over 80 coll ge, career and business exhibit from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WDI.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

#### RECOGNITION

#### GRAND AWARDS SESSION

The top ten finalist teams will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

# SCHOOL-BASED ENTERPRISE EVENTS

## ACADEMY + COMPETITION

- SBEF School-based Enterprise Food Operations
- SBER School-based Enterprise Retail Operations

## SCHEDULE

#### SUNDAY

8:00 AM - 11:30 AM Retail Operations Academy + Participants' Briefing 9 W312 9 W314 9 W315

Check the DECA ICDC App for your assigned room

Sponsored by Nestle

#### 12:30 PM - 4:00 PM

Food Operations Academy + Participants' Briefing 9 W312 9 W314 9 W315

Check the DECA ICDC App for your assigned room.

Sponsored by Nestle

#### MONDAY

#### 8:30 AM

#### Preliminary Competition **\$**WD2

Participants receive their preliminary competition appointment times during the Participants' Briefing on Sunday.

#### TUESDAY

9:30 AM Final Competition 9 WD2

Finalists will be announced during the Achievement Awards Session All blue-ribbon medallion finalists should immediately report to the ACC: Hall B Foyer to verify competition time.

#### RECOGNITION

ACHIEVEMENT AWARDS SESSION

Blue-ribbon modallions will be awarded to the top overall score in each section, and those teams will compete in final competition.

#### **GRAND AWARDS SESSION**

The top ten finalist teams will be called to the stage and receive medallions, with first, second and third places receiving DECA Glass.

## OVERVIEW



## HIGHLIGHTS

#### **OVERVIEW**

- You have been assigned to a section with 16 to 20 participants, with whom you will compete against during preliminary competition.
- The maximum score for the presentation evaluation is 100 points.
- Visit www.deca.org/sbe for complete guidelines.

#### COLLEGE + CAREER EXHIBITS

Visit over 80 college, career and business exhibits from 8:00 a.m. to 4:00 p.m. on Sunday and Monday in WD1.

#### **DECA QUEST**

When not competing, make the most of your #DECAICDC experience with DECA Quest! Complete challenges in the digital scavenger hunt for your chance to earn prizes from DECA Inc.

# **ODECA** MORE ACTIVITES INTERNATIONAL CAREER DEVELOPMENT CONFERENCE 2025

# **OECA** EMERGING LEADER SERIES

DECA's Emerging Leader Series is designed to empower DECA members to provide effective leadership through goal setting, consensus building and project implementation. Aligned with 21<sup>st</sup> Century Skills in the areas of critical thinking and problem solving, communication, collaboration and creativity, and innovation, DECA's Emerging Leader Series prepares members to be effective leaders in college and careers.

ASPIRE Ultimate Graduates	ELEVATE Ultimate Chapter Leaders	EMPOWER Ultimate Association Officers	IGNITE Members	Contraction of the second seco
8:30 AM - 10:00 AM Opening Session 9W311 10:00 AM - 12:00 PM Executive Mentor Program 9W311 1:30 PM - 2:30 PM Breakout Sessions 9W311	8:00 AM - 3:30 PM Breakout Sessions ♥ W307 + W308		<ul> <li>8:00 AM - 8:45 AM Opening Session</li> <li>9:414</li> <li>8:45 AM - 11:00 AM Breakout Session</li> <li>9:414</li> <li>12:30 PM - 3:15 PM Breakout Sessions</li> <li>9:W202, W204</li> </ul>	8:30 AM - 3:30 PM Breakout Sessions • W105, W108, W109A, W109B, W110A, W110B
9:00 AM - 1:45 PM Breakout Sessions • W312, W314, W315 2:00 PM - 2:30 PM Closing Session • W311	8:00 AM - 2:00 PM Breakout Sessions ♥ W307 + W308	9:00 AM Team Development + Standards 9 W303 9:45 AM Program of Leadership DECA Dashboard 9 W303 11:00 AM Let's Talk About DECA Serving as a Brand Ambassador 9 W303 1:30 PM Ethical Leadership 9 W303 2:15 PM Planning Workshops + Idea Sharing 9 W303	9:00 AM - 1:00 PM Breakout Sessions • w202, w204 IIS PM - 2:00 PM Closing Session • w414 INTERED BY SECOND	8:00 AM - 2:00 PM Breakout Sessions • W105. W108, W109A, W109B, W110A, W110B

# **OECA** ELECTION ACTIVITIES

Throughout the conference, a select group of members will be campaigning to serve you as part of the 2024-2025 DECA Executive Officer Team. All members are invited to attend the Presidential and Regional Campaign Sessions and the Meet the Candidates Session. Learn more about the candidates by downloading the DECA ICDC app.

SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
9:30 AM Officer Candidate Orientation • W310A 10:00 AM Nominating Committee Briefing • W310A	4:00 PM Voting Delegates' Briefing and Presidential Campaign Session 9 W311 Central Region Session 9 W307	2:00 - 4:00 PM Meet the Canclidates Session 9 WA Lobby Reg Concourse	11:30 AM Voting Delegates' Seating 9 W304 12:00 PM Business + Election Session 9 W304	9:00 - 10:00 AM New Executive Officer Orientation \$ W310A
11:00 AM Officer Candidate Interviews 9 W310A	North Atlantic Region Session VW309 Southern Region Session VW311 Western Region Session VW308			



Updated as of 02/25/25. Subject to change, Please check www.deca.org/icric.for the most up-to-date schedule.

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# International Conference Registration Information

## Deadlines:

## February 15 - Membership Invoices must be paid by this date to be eligible to attend ICDC

## March 17 - Qualifier Not Attending Form Due to Michigan DECA

March 18 - Travel Forms Due to travel agency

## March 18 - Housing and Registration Due through the Conference Registration Portal

## April 10 - Final Payment Deadline

Orlando is always a fun location for DECA's International Career Development Conference! Participants are in for an action-packed and exciting time as they compete with the best marketing students in the world.

Michigan DECA will be using the online portal to process registrations for the conference found at <u>https://www.decaregistration.com/mi-icdc</u>

**Membership Invoices MUST be PAID IN FULL by February 15 to be eligible to register and attend the conference.** The registration portal will also require you to register the required number of adults attending (1 adult per 5 students) to be able to submit your registration. Please contact Ann at aday7@emich.edu if you have any questions on submitting your registration. Please note: Registration for this conference will open Sunday, March 16, 2025, and close at 5:00pm on March 18, 2025.

## **Deadlines and Late Fees**

A \$15.00 per delegate late fee will be added for all registrations and payments that do not meet the above deadlines. Michigan DECA has a commitment to



of Secondary School Principals has placed DECA's International Career Development Conference on the NASSP National Advisory List of Contests and Activities for 2016-2024.

those registering on time to register them with DECA Inc. without paying late charges. Chapters that register late may also run the risk of staying at a different hotel than with the Michigan delegation.

Michigan DECA accepts payments in the form of check, money order, and credit cards (American Express, Visa, MasterCard, and Discover). Payments made by students/parents should be turned over to the school and have a school check issued to Michigan DECA. We are only able to accept personal checks from chapter advisors.

## International Conference Registration Fee

The registration fee will include lodging, conference registration, security, staff and state officer travel, and state spirit items such as (shirt, pins, and glow items) and state tours/activities. Specific information will be posted online by March 13, 2025, and discussed at the advisor meeting at the State Conference.

## Cancellations

Registration refunds will only be given if the request is submitted on the official State Refund Request Form. A registration cancellation fee will apply, based on the refund schedule, which is found in the information packet (distributed at the SCDC Advisor Meeting and posted online in March). The sooner the written request is received, the larger the refund. Housing refunds may not be possible if other roommates are still occupying the hotel room.

## Any refunds will be processed to the school's account, and not a specific individual.

Please be aware that airline tickets are not refundable.

## Eligibility

Only Michigan DECA members who qualified at the State Conference, attending a Leadership Academy, or incoming and outgoing state officers are eligible to attend at the International Career Development Conference. **Membership Invoices MUST be PAID IN FULL by February 15 to be eligible to attend the conference.** 

# All hotel reservations must be made through Michigan DECA. Hotel rewards and/or loyalty points may not be used.

Michigan DECA has been assigned to

**Rosen Shingle Creek** 9939 Universal Blvd, Orlando, FL 32819 <u>https://www.rosenshinglecreek.com/</u> All conference attendees must stay a minimum of 4 nights starting on Saturday, departing on Tuesday. No early departures are allowed.

## **Student Housing**

Student housing is based on four (4) delegates to a room. If delegates from your chapter do **not** complete a room of four, consider finding roommates from another chapter. **Michigan DECA will not be matching attendees to fill hotel rooms.** Advisors should contact other advisors if you would like to house your students with another school to fill rooms.

DECA allocates Michigan a set number of rooms at our assigned hotels. Because of this, we cannot guarantee that we can accommodate all requests for single, double, and triple rooms. There is a chance that we may have to change a double bedded room type requested for 2-3 students to a room with one king bed.

## Advisor/Adult Housing

Advisors will be assigned to double rooms. Please indicate the name and school of the individual you wish to share a room with. **Michigan DECA will not be matching attendees to fill hotel rooms.** Advisors should contact other advisors if you would like to fill rooms. **Michigan DECA will request two beds for advisors sharing a room, but there is no guarantee that we will receive them from National DECA and the hotel.** Advisors interested in a single room should indicate this on the registration form. Single rooms will be assigned according to space availability.

## **Incidental Charges**

Room service, phone calls, movies, etc., should not be charged to any room. Phone calls from the guest rooms should be avoided; calls are less expensive from personal cell phones.

## Supervision and Family Members

Supervision: As per the Advisor Code of Ethics, the following ratio applies:

Number of Registered Students	Minimum Number of Registered Advisors/Chaperones	
1-5 students	1	

All advisors are required to assist with a competitive event. Additionally, the attending adults <u>must</u> assist with supervision of the delegates by conducting room checks at and after curfew.

## Parents and Family Members

Parents and family members are able to stay with your chapter in your assigned hotel and attend the conference, they are then considered part of your delegation, so they must also register for the conference and pay the registration fee. They will need to be included in the registration portal as the rest of the chapter and adhere to the same deadlines, and the Code of Conduct for students and adults, even if they are paying their portion on their own. All fees must be paid to the chapter, who in turn pays Michigan DECA. We are not able to accept personal checks. **Any refunds will be processed to the school's account, and not a specific individual.** 

# International Conference Information

## **International Conference Academies**

Because of the demand for delegates to attend DECA's International Conference Academies, Michigan DECA has developed an application process for selecting delegates to represent Michigan DECA at the Academies. The application deadline is February 1, 2025. Individuals selected to represent Michigan DECA will be announced at the State Conference. The application form for the Academies can be found on Michigan DECA's website. Each school may only submit two applications per academy.

## **Code of Conduct Forms**

Each delegate, both student and adult, must sign the Code of Conduct Form. **Forms are to be brought to the International Conference.** Do not send them to the Michigan DECA office. Each advisor must sign a release stating that they have a completed form for each delegate and will bring the forms to the conference. It is recommended that these forms be notarized for out-of-state travel.

## **Required Activities**

As stated in the delegate code of conduct, all students and advisors are required to attend conference sessions. Chapters that do not attend or leave the opening session early will risk being placed on probation and not being allowed to attend the next year's International Conference.

## **Advisor Meetings**

An advisor meeting might be held during the conference. All chapter advisors will be required to attend the meeting.

## **Reserved Seating at General Sessions**

All Michigan Delegates (students and advisors) are required to attend the Opening and Closing Sessions. Our delegation will be assigned seats for the Opening and Closing Session. Seating charts will be available when you receive your registration materials.

## **Conference Assistance**

To have a successful conference, National DECA needs each advisor to assist at least one day, while at the conference. Michigan DECA advisors have the option to assist with the following activities:

Activity	Day	# of People Needed
Competitive Event Assistance	Sunday or Tuesday	40
New Advisor Academy	Sunday & Monday	10
Merit Award Program	Sunday & Monday	5
Chapter Awards Program	Sunday & Monday	9
Hotel Supervision	Sunday, Monday, or Tuesday nights	40

If you have a particular activity that you would like to assist with, please send an email Marshall at <u>mconley6@emich.edu</u> (requests cannot be guaranteed). Otherwise, you will be assigned by the Event Coordinators.

## **Chaperone Assistance**

All Chaperones (including parents) are required to assist with the management of the conference. Chaperones may request any of the above activities or request to serve as a competitive event judge.

If any businessperson(s), parents, or family members will be traveling to the conference with your chapter, they will be required to assist with competition.

# International Conference Information

All international competitive events (does not apply to our state Chapter Awards Program or Merit Awards Program events) with a written entry component will require that the written entry be submitted online prior to the DECA International Career Development Conference. The window for submission through the online competition portal is March 27 to April 8, 2025. The written entry will be evaluated prior to ICDC.

As a result, during the 2025 DECA International Career Development Conference, preliminary presentations for international written events without an exam component will present to the judge on Sunday, April 27, 2025. Finalists will continue to be announced Tuesday morning.

Furthermore, Principles of Business Administration, Personal Financial Literacy, Individual Series, Team Decision Making, Integrated Marketing Campaign, Professional Selling and Consulting, and School-based Enterprise competition events will begin presentations with judges on the morning of Monday, April 28, 2025. There will be no events that begin in the afternoon as in the past.

## **Registration Materials Distribution**

Conference materials (programs, folios, pens, etc.) will be available at the State Meeting.

## Weather

You can expect sunny days with temperatures in the 80's and nights in the 70's during our stay in Orlando.

## **Transportation**

- DECA provides shuttles from our hotel to the convention center. Schedules will be posted in the hotel.
- We do not recommend renting cars in Anaheim, due to the high cost of parking at hotels and the convention center.

## **DECA Blazers Are Required**

DECA Blazers will be required for competition and anyone going on the stage (scholarship recipients, MDA award recipients, competition winners, etc.) at the International Conference. Please plan on purchasing a blazer from ShopDECA if you need one. Usually, blazer pre-orders are due by April 1st; after that date, no pre-orders will be taken, and blazers must be purchased at the conference. If you do need to purchase a blazer at the conference, plan on going to the ShopDECA booth when you arrive at the conference to ensure they have your size in stock.

Proper business attire is required at all sessions. DECA's Dress Code can be found on page 16 in the *Michigan DECA Guide*, in the (national) *DECA Guide* or online at <u>http://deca.org</u>

## Calculators

Each competitor must bring their own calculator for international competition. **Cell phones,** smartphones, smartwatches, iPads, iPods, PDAs, programmable calculators, and graphing calculators cannot be used during competition. This includes during prep-time, waiting for judges, and during competition in role-play events.

# International Conference Information

## **Tentative Agenda**

## Friday, April 25, 2025

	Chapters Arrive	
8:00 - 9:30 p.m.	Advisor Registration	Shingle Creek Hotel
10:00 p.m.	State Meeting	Shingle Creek Hotel
11:00 p.m.	Curfew	Shingle Creek Hotel
Saturday, April 26, 2	025	

8:30 p.m 10:00 p.m.	Opening Session	<b>Convention Center</b>
11:00 p.m.	Curfew	Shingle Creek Hotel

## Sunday, April 27, 2025

Leadership Academies	<b>Convention Center</b>
State Competitive Events	Shingle Creek Hotel
International Competitive Events	<b>Convention Center</b>
State Recognition Session	Shingle Creek Hotel
Curfew	Shingle Creek Hotel
	State Competitive Events International Competitive Events State Recognition Session

## Monday, April 28, 2025

	Career and Sales Exhibits	Convention Center
	Leadership Academies	<b>Convention Center</b>
	International Competitive Events	<b>Convention Center</b>
11:30 p.m.	Curfew	Shingle Creek Hotel

## Tuesday, April 29, 2025

8:00 a.m 10:30 a.m.	Second General Session	Convention Center
9:30 a.m 6:00 p.m.	Competitive Event Finals	Convention Center
6:30 p.m 8:00 p.m.	Scholarship Reception	Convention Center
8:30 p.m 10:30 p.m.	Grand Awards Session	<b>Convention Center</b>
11:30 p.m.	Curfew	Shingle Creek Hotel

## Wednesday, April 30, 2025

**Chapters Return Home** 



March 5, 2025

Dear DECA Parents/Guardians,

Your DECA member has earned the honor of representing Michigan DECA and Fruitport High School at DECA's 2025 International Career Development Conference held in Orlando, Florida from April 25-May 1.

Michigan DECA has been assigned to stay at Rosen Shingle Creek Hotel. All conference competition and activities will take place at the Orlando Convention Center. Flight information will be updated as soon as they are book, however DECA uses Cadillac Travel and they have some flights reserved. We will also price out own flights too.

Students have been given sponsorship letters toward fundraising already, but the *approximate* cost breakdown per person is \$1500 and includes the following: **\$700 Hotel and Registration** (includes Registration, DECA night at Universal Studios,T-shirt, Hotel Security, Conference Material, and state spirit items) **\$600 Estimated Flight Cost \$80 baggage \$75 Transfer to hotel/airport** (Please note: This does not include food or spending)

I will keep you updated as information becomes available. Please feel free to call me at 231-865-4041 or e-mail dhershey@fruitportschools.net with any questions or concerns you may have before then. Registration is due to Michigan DECA by March 20, and I apologize for the tight turnaround.

Sincerely,

**Danielle Hershey** 



Yes, my student will be attending DECA's ICDC Competition in Anaheim. I agree to pay (final amount will be approx \$1500) in total by April 15, 2025 and acknowledge this amount does not include food and spending. If my student does not attend the ICDC conference, I understand there is no refund once registered.

Parent Signature	Date

Tentative Schedule can be found here

# DELEGATE CODE OF CONDUCT

Name

Chapter \_\_\_\_

Conference \_\_\_\_\_

**JDECA** 

Conference Date

Attendance at any DECA sponsored conference or activity is a privilege. The following conduct policies will apply to all delegates: students, adults, and any other authorized persons attending the conference. This form must be signed by each student, and the student's parent or guardian, attending a DECA conference or activity (including, but not limited to; conferences, meetings, workshops, etc.) and brought to the conference by the chapter advisor.

Delegates shall abide by the rules and practices of DECA at all times, including to and from the designated point of origin of the activity. Delegates shall respect and abide by the authority vested in Michigan DECA. Determination of penalties for violations will be at the discretion of Michigan DECA. Additional penalties may be imposed by the local school district.

The following shall be regarded as major violations of the DECA Code of Conduct and will result in the student being sent home and not being allowed to participate in any DECA activities for the remainder of the school year. Determination of other penalties for violations will be at the discretion of Michigan DECA, the DECA chapter advisor or local school district.

- Alcohol, drugs, and tobacco: A student shall not possess, use, transmit, be under the influence of, or show evidence of having used an alcoholic beverage, other drugs, substances or tobacco products capable of or intended, purported, or presumed to be capable of altering a student's mood, perception, behavior or judgment; other than properly used, over-the-counter pain relievers and medication prescribed by a physician for an individual student and must be on record with the advisor. Nor shall the student possess, use, sell or transmit paraphernalia associated with drugs, alcohol or chemical substances in any form (including tobacco), at any time, or under any circumstances, on public or private properties. All local and state laws concerning personal behavior will be honored.
- 2. Willful companionship: Being in the willful companionship of someone who violates any portion of the Code of Conduct, or failing to report any direct knowledge (other than hearsay) of the Code of Conduct violations.
- Personal conduct: Conducting acts and/or possession of weapons capable of causing bodily harm or fear of life, defacing or stealing any public or private property (for which financial responsibility will rest solely with offending individuals or their chapter); throwing objects out the window or into the hallway; other serious violations of personal conduct regulations.
- 4. Private transportation: No driving or riding in a private automobile during a conference, unless accompanied by an authorized advisor (delegates are required to stay at state selected hotels). Occasionally a chapter advisor, under special circumstances, may allow a student to drive or ride in a private automobile to a conference. Once a driving/riding delegate has arrived at the conference site, s/he shall not be in a private automobile again until leaving the site at the end of the conference.
- 5. Abusive behavior and lewd conduct: A student shall not engage in any lewd, indecent, sexual or obscene act or expression. A student shall not engage in written, verbal, physical or electronic activities that may lead to harassment, hazing or bullying. The use of any harassment against anyone on the basis of race, color, creed, national origin, ancestry, age, gender, sexual orientation, or disability is prohibited.
- 6. Violations of the student's school district code of conduct.

Should a code of conduct violation occur for the following items, regardless of when exposed, the violating student(s) may be sent home and may not be allowed to participate in any DECA activities for the remainder of the school year. Determination of other penalties for violations will be at the discretion of Michigan DECA, the DECA chapter advisor or local school district.

- 7. Conference Conduct: Failing to wear the supplied conference ID badge and wristband (when provided) at all times from arrival at the conference until departure at the end of the conference; leaving sessions prior to their conclusion (except in the case of emergency); failing to attend all general sessions and assigned activities (including workshops, competitive events, committee meetings, etc.) for which a delegate is registered (unless engaged in a specific assignment taking place at the same time). Delegates displaying rude or unprofessional behavior during conference sessions or activities will be subject to disciplinary action.
- 8. Curfew: Failing to be in your assigned sleeping room from the curfew time designated until 6 a.m.; causing any noise or other disturbance audible by anyone in the hallway after designated curfew time; ordering or receiving any food after the designated curfew time; causing any other unnecessary disturbance or participating in any other inappropriate activity after the designated curfew time.
- 9. Failing to abide by the dress regulations established for the conference, as outlined in the Dress Code.
- 10. Personal Conduct: Failing to keep adult advisors informed of activities and whereabouts at all times; participating in unapproved social activities; having a member of the opposite sex in a room if no adult chaperone is present or for behavior unbecoming of a delegate.
- 11. Hotel Conduct: Failing to meet the professional standards of housing facilities; accruing incidental room charges (i.e., phone calls, room service, pay-per-view movies, etc.) without settling the account prior to check-out; moving hotel furniture from rooms (e.g., onto the balcony); failing to follow hotel rules and regulations; inappropriate noise or verbal abuse; and not demonstrating respect for other hotel guests not participating with the DECA conference.
- 12. Unregistered individuals are not permitted at DECA conferences.
- 13. Cell phones and electronic devices are not permitted at meetings or conference activities, sessions, or competitions. Students may use them during free-time.
- 14. The chapter advisor shall be responsible for their chapter delegates' conduct. Delegates that do not follow the Code of Conduct may subject their entire delegation to be sent home at the individual's and/or chapter's expense.
- 15. Advisors are responsible for room checks. No group or chapter activities are to be scheduled by advisors after curfew.
- 16. Delegates shall allow Michigan DECA to use conference photographs, video footage, and their names for promotional purposes.



#### DECA is committed to creating and maintaining a healthy and respectful environment for all of our emerging leaders and entrepreneurs. Our philosophy is to ensure all members, regardless of race, color, religion, sex, national origin, age, disability, sexual orientation, or socio-economic status, are treated equally and respectfully. Any behavior in the form of discrimination, harassment or bullying will not be tolerated. It is the responsibility of all members to uphold and contribute to this climate.

As parent/guardian, I have reviewed the Delegate Code of Conduct with our son/daughter, and he/she agrees to abide by the rules. The Chapter Advisors and/or Michigan DECA has the right to send the delegate home from the activity, at my expense, provided that he/she has violated the Delegate Code of Conduct and I have been notified of the violation and transportation arrangements.

The delegate has my permission to attend the Michigan DECA activity. I understand the delegate will be supervised by the DECA chapter advisor. I, the parent/guardian, will not hold the school, the advisor, the Board of Education, Michigan DECA, nor the conference staff responsible for any injuries while attending or while en-route to and from the DECA sponsored activity.

In the event of accident or illness requiring emergency medical treatment, occurring while in attendance at this DECA activity, I, the undersigned parent/guardian hereby authorizes the DECA chapter advisor to procure suitable medical treatment for the below signed delegate, and I will provide for the payment of those costs on behalf of the named delegate. I also expect the DECA chapter advisor to contact me by telephone, as soon as possible, if medical services are necessary.

Conference or Activity		Date	2	
Name of School	·			
Name of Delegate		Date	e of Birth	
Address	City		State	Zip
Daytime Phone	Ē	vening Phone		
Emergency Contact	E	mergency Contact's P	hone	
		Dat		
Parent/Guardian's Signature			e	
Parent/Guardian's Signature Delegate's Signature		Dat	e	
Please list any medications or physical limitations: Parent/Guardian's Signature Delegate's Signature Advisor's Signature Principal's Signature		Dat Dat	e e	

It is recommended that this form be notarized for out-of-state travel.

## **BOARD ACTION REQUEST FORM**

Meeting Date: March 17, 2025

#### To: Board of Education

Attachment #XIII-5

From: Jason Kennedy

## Subject to be Discussed and Policy Reference:

Overnight Field Trip Request – 4<sup>th</sup> Grade Field Trip to Camp Pendalouan

**Background Information:** Beach 4<sup>th</sup> Grade teachers Bobbie Wash and Mindy Freeland have requested an overnight trip request on May 27-28, 2025 to take students on a trip to Camp Pendalouan that focuses on Michigan history, as well as 4<sup>th</sup> grade science curricular standards.

#### **Financial Impact:**

Costs are covered through grade level funding fundraising at Beach Elementary.

#### **Recommended Action:**

To approve the overnight trip request from the Beach 4<sup>th</sup> Grade Teachers to stay the night at Camp Pendalouan on May 27-28, 2025, as discussed.

Action Taken: Vote: Burgess	Cole	Hazekamp	Kelly	
Meeuwenberg	Mueller	Six		



Fruitport Community Schools Overnight Field Trip Request

The details for this overnight trip are as follows:

#### **Background Information**

Group Requesting Permission: Beach 4th Grade Staff Person(s) in Charge: Bobbie Wash and Mindy Freeland Start of Trip Date 5/27/2025 End of Trip Date 5/28/2025 Funding Sources: Grade level fundraising Are all students Participating? Yes Chaperone/Student Ratio: 1:5 Destingtion Information

## Destination Information

**Destination: YMCA Camp Pendalouan** 

Destination Information: 1243 E Fruitvale Rd, Montague, MI 49437

Purpose of Trip: YMCA Camp Pendalouan provides numerous activities to promote learning. First, there are a variety of activities that address teamwork and cooperation. Students are given group challenges using the low ropes course and field games. These challenges require students to work together to be successful and there is always a reflection time afterward.

Camp Pendalouan's 4th grade program has a strong emphasis on Michigan history as well as science. Among other things, students are part of experiences that include using compasses to find nickel mines, hiking and exploring a variety of habitats, exploring Native American shelters used in Michigan, and canoeing and kayaking through a fur trade experience. We have found that these activities fit very well with our social studies and science curricula.

For many of our students, this is the first "camp" experience they have encountered. The opportunity to be away from home with friends and teachers overnight is very exciting in and of itself. As teachers, the Camp Pendalouan trip allows us an opportunity to wrap up our year on a very positive note and know that we are sending a cohesive group on to 5th grade.

This year's 4th grade camp experience will take place May 27-28. We hope you will allow us to continue this amazing experience.

#### **Lodging Information**

Lodging Accommodations: Provided

Lodging information: (231) 894-4538

Transportation Arrangements: Bus from Beach to Pendalouan on Tuesday morning, bus from Pendalouan back to Beach on Wednesday afternoon

## **Emergency Information**

Emergency Contact: Bobbie Wash 616-690-2267 Emergency Forms Complete? Yes Parent Notification is Complete and Attached to this Form? Yes

Principal/Supervisor Signature Date