



*Regular
Board Meeting*

Board Room

April 17, 2023



Fruitport Community Schools
BOARD OF EDUCATION MEETING
Board Room
3255 E. Pontaluna Rd, Fruitport 49415
Monday, April 17, 2023 - 7:00 p.m.

- I. CALL to ORDER**
- II. PLEDGE of ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. PRESENTATIONS**
 - a. Construction Project Update – John Winkas
 - b. Middle School Construction Project Walkthrough
- VI. COMMUNICATIONS**
- VII. SUPERINTENDENT/ADMINISTRATIVE REPORTS**
- VIII. REMARKS FROM THE PUBLIC***

IX. CONSENT AGENDA

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

<u>Fund</u>	<u>Amount</u>
General Fund:	\$490,369.14
Other Funds:	
Early Childhood Center	\$791.01
Food Service	\$84,704.77
Cooperative Education (ISD) – Tech Millage	\$2,078.50
Debt Retirement (2017)	\$500.00
Building and Site	\$74,690.00
Capital Projects – Bond (2021)	\$142,765.66
Total Bill List:	<u>\$795,899.08</u>

- 2. Acceptance of Monthly Financial Report (attachment IX-2)
 - 3. Acceptance of Student Activity Summary Report (attachment IX-3)
 - 4. Acceptance of Credit Card and Utilities Report (attachment IX-4)
 - 5. Approval of Transfers and ACH Transactions Report (attachment IX-5)
 - 6. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers) (attachment IX-6)
 - 7. Approval of Special Meeting Minutes: March 20, 2023 (attachment IX-7)
- X. GENERAL BOARD BUSINESS**
- XI. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS**
Elroy Buckner, Chairperson
- 1. Report of Committee Meeting held April 10, 2023 (attachment XI-1)

2. Debt Transfer Resolution (attachment XI-2)
3. Football Helmet Recommendation (attachment XI-3)
4. Technology Server Recommendation (attachment XI-4)
5. Copy Machine Bid Recommendation (attachment XI-5)
6. Beach Public Address System, Emergency Communication, and Audio Enhancement
 - a. Bluum Audio Enhancement and Public Address System Purchase and Vector Tech Group Cabling and Network Drop Purchase (attachment XI-6)

XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS

Steve Kelly, Chairperson

1. Report of Committee Meeting held April 10, 2023 (attachment XII-1)
2. Letters of Agreement (attachment XII-2)
 - a. Fruitport Clerical Association: Compensation
 - b. Fruitport Maintenance Association: Compensation
 - c. Fruitport Administrator's Association: Compensation
 - d. Fruitport Bus Drivers/Food Service Association: Compensation
 - e. Fruitport Instructional Assistants Association: Compensation
3. Performing Arts Center Director (Part-time)

XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS

Susan Franklin, Chairperson

1. Report of Committee Meeting held April 10, 2023 (attachment XIII-1)
2. Thrun Law Firm - Policy Updates: Second Reading (attachment XIII-2)
 - a. Policy 3116 – District Technology and Acceptable Use

XIV. BOARD MEMBER REPORTS AND DISCUSSIONS

XV. AGENDA ITEMS FOR FUTURE MEETINGS & SCHEDULING OF SPECIAL MEETINGS

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

1. Business & Finance Committee Meeting: May 8, 2023 at 6:00 p.m.
2. Personnel Committee Meeting: May 8, 2023 at 5:00 p.m.
3. Student Affairs Committee Meeting: May 8, 2023 at 5:30 p.m.
4. Board of Education Meeting: May 15, 2023 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.

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

BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachments # IX-1 through IX-7

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

- Bill Listing
- Monthly Financial Report
- Student Activity Summary Report
- Credit Card and Utilities Report
- Transfers and ACH Transactions
- Personnel Report
- Special Meeting Minutes – March 20, 2023

Background Information:

See attached

Financial Impact:

See attached

Recommended Action:

To approve the Consent Agenda, as presented.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg



**FRUITPORT COMMUNITY SCHOOLS
BILL LIST
Month of March 2023**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$490,369.14
EARLY CHILDHOOD CENTER	\$791.01
FOOD SERVICE	\$84,704.77
COOPERATIVE EDUC (ISD) - TECH MILLAGE	\$2,078.50
2017 DEBT RETIREMENT	\$500.00
BUILDING & SITE	\$74,690.00
CAPITAL PROJECTS (BOND)2021	\$142,765.66
GRAND TOTAL	<u><u>\$795,899.08</u></u>

Fruitport Community Schools Monthly Financial Report 3/31/2023

		GENERAL FUND	SCHOOL SERVICE FUNDS			CAPITAL PROJECTS							Totals
			Food Service	Tech/Security	ECC	Bldg & Site	Capital Projects 2017	Capital Projects 2021	2010	2012 Refund	2017	2021	
Beginning Fund Balance:		4,919,342	956,865	219,790	794,024	1,534,325	1,676,883	5,449,435	171,531	120,946	513,451	144,289	
Revenues:													
Budgeted revenues:		35,984,057	1,421,404	552,500	854,900	-	-	-	-	-	-	-	
Actual revenues:													
	Jul.	884,199	39	142	55,649	1,606	2,945	7,695	4,264	-	16,346	3,908	976,794
	Aug.	206,070	10,500	8,948	68,880	2,394	4,009	10,719	70,824	-	271,525	64,918	718,788
	Sep.	1,320,334	36,708	45,106	75,210	2,566	3,926	9,592	188,407	-	722,318	172,698	2,576,865
	Oct.	3,424,854	46,772	88,106	318,320	731	3,804	3,714	568,234	-	1,680,497	401,787	6,536,818
	Nov.	3,017,362	213,757	69,178	68,572	882	3,740	3,308	20,589	-	78,936	18,872	3,495,198
	Dec.	2,691,618	159,874	2,234	53,519	929	4,197	3,603	270	-	1,034	247	2,917,525
	Jan.	2,922,314	253,084	167,806	85,334	3,446	6,904	9,396	93,327	-	357,797	85,545	3,984,953
	Feb.	3,589,379	34,415	178,425	73,567	8,071	3,505	21,586	20,751	-	79,556	19,021	4,028,275
	Mar.	4,035,785	6,540	95,679	79,245	-	-	-	30,853	-	118,285	28,281	4,394,668
Total Actual Revenues		22,091,916	761,689	655,624	878,295	20,625	33,030	69,614	997,519	-	3,326,294	795,277	29,629,883
Pro Rated budget Variance to date: Rev		4,896,126.63	304,363.58	(241,249.18)	(237,120.35)								
Expenses:													
Budgeted expenditures:		(35,999,653)	(1,978,416)	(428,740)	(928,399)	-	-	-	-	-	-	-	
Actual expenditures: ^													
	Jul.	(787,565)	(33,229)	(42,786)	(83,954)	-	-	-	-	-	-	(500)	(948,034)
	Aug.	(1,212,778)	(30,556)	(8,687)	(66,614)	-	(157,481)	(444,244)	-	-	-	-	(1,920,359)
	Sep.	(3,814,810)	(150,308)	(15,183)	(102,880)	(48,912)	(234,535)	(613,404)	-	-	-	-	(4,980,031)
	Oct.	(2,684,566)	(157,662)	(9,511)	(89,308)	(67,435)	(266,658)	(447,897)	(154,500)	-	(1,121,000)	(118,175)	(5,116,713)
	Nov.	(2,743,437)	(156,474)	(3,917)	(79,912)	-	(82,931)	(45,589)	-	-	-	-	(3,112,260)
	Dec.	(2,735,157)	(188,580)	(18,940)	(97,034)	-	(53,403)	(181,239)	(1,000)	-	-	-	(3,275,354)
	Jan.	(2,880,045)	(106,890)	(10,178)	(72,426)	-	(2,707)	(257,953)	-	-	(500)	-	(3,330,698)
	Feb.	(2,535,133)	(142,805)	(20,665)	(96,109)	-	(699,322)	623,316	-	-	-	-	(2,870,717)
	Mar.	(3,658,223)	(167,307)	(5,891)	(31,051)	(74,690)		(142,766)	-	-	(500)	-	(4,080,427)
Total Actual Expenses		(23,051,715)	(1,133,810)	(135,757)	(719,287)	(191,037)	(1,497,036)	(1,509,775)	(155,500)	-	(1,122,000)	(118,675)	(29,634,593)
Pro Rated budget Variance to date: Exp		(3,948,025.05)	(1,327,337.54)	(185,797.97)	22,988.08								
Ending Balance to date:		3,959,543	1,718,554	739,657	953,032	1,363,912	212,877	4,009,274	#####	120,946	2,717,744		
Projected Ending Balance:		4,903,746	399,853	343,550	720,525	1,534,325	1,676,883	5,449,435	171,531	120,946	513,451		
Revenues over(under) Expenses to date:												(4,710)	
^Fifth Third Bank auto deductions have been included in actual expenditure totals													

Project Summary: 2021 Bond Budget Overview

All Work within all buildings

	Treasury App	Schematic Design	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Total Spent	
Athletic Turf	1,548,523.00	2,442,764.00	-	1,339,052.84	1,260,564.11	2,599,616.95	106.42%
Track Replacement	314,353.00	750,000.00	-	-	-	-	0.00%
Middle School Natatorium to Gym	1,215,355.00	1,215,355.00	-	-	7,582.50	7,582.50	0.62%
Athletic Supplies		34,075.00				-	
Total Athletics	3,078,231.00	4,442,194.00	-	1,339,052.84	1,268,146.61	2,607,199.45	58.69%
Beach Elementary	352,556.00	352,556.00	-	-	-	-	0.00%
Shettler Elementary	576,532.00	576,532.00	-	-	60,928.97	60,928.97	10.57%
Edgewood Elementary	100,000.00	25,000.00	-	-	-	-	0.00%
Middle School	1,387,815.00	1,387,815.00	-	-	218,786.57	218,786.57	15.76%
High School	1,023,954.00	416,099.00	-	924,074.00	42,025.38	966,099.38	232.18%
Total Mechanical/Controls/AC	3,440,857.00	2,758,002.00	-	924,074.00	321,740.92	1,245,814.92	45.17%
Overall Contingency	790,912.00	60,361.00	-	-	-	-	0.00%
Tower Pinkster Fees	0.00	465,000.00	-	223,547.93	60,885.13	284,433.06	61.17%
Technology	0.00	0.00	-	-	-	-	#DIV/0!
Non HS Furniture/Band	150,000.00	150,000.00	-	-	-	-	0.00%
Transportation	500,000.00	200,000.00	-	-	-	-	0.00%
Cost of Issuance	60,000.00	74,443.00	30,450.00	43,993.60	-	74,443.60	100.00%
Total Bond	8,020,000.00	8,150,000.00	30,450.00	2,530,668.37	1,650,772.66	4,211,891.03	51.68%
Estimated Interest Earned (investment)	-20,000.00	-150,000.00	(2.18)	(12,172.73)	(111,834.66)	(124,009.57)	82.67%
Total Capital Projects Fund	8,000,000.00	8,000,000.00	30,447.82	2,518,495.64	1,538,938.00	4,087,881.46	51.10%
Overage (Surplus)							

Fruitport Community Schools
 Student Activity Summary Report
 Month ending March 31, 2023

Student Activity Sub Totals	BEGINNING BALANCE	NET CHANGE	ENDING BALANCE
District Wide Student Activity Accounts	57,627.72	1,046.69	58,674.41
Beach Elementary Student Activity Accounts	29,117.11	3,382.69	32,499.80
Edgewood Elementary Student Activity Accounts	46,588.67	15,126.19	61,714.86
High School Class of Student Activity Accounts	7,554.47	-	7,554.47
High School Athletic Student Activity Accounts	95,559.79	24,295.58	119,855.37
High School Student Activity Accounts	205,892.67	15,700.14	221,592.81
Middle School Student Activity Accounts	45,280.29	499.86	45,780.15
Shettler Elementary Student Activity Accounts	26,757.11	7,392.51	34,149.62
Alt. High School Student Activity Accounts	600.44	-	600.44
Millionaire Party Accounts	15,486.05	2,714.00	18,200.05
Total Student Activity Fund	\$ 530,464.32	\$ 70,157.66	\$ 600,621.98

Credit Card and Utilities Detail
For the month ending March 31, 2023

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Utilities:													
Consumers	\$ 643.35	\$ 612.41	\$ 932.65	\$ 238.57	\$ 1,103.11	\$ 474.89	\$ 665.31	\$ 609.35	\$ 308.78				\$ 5,588.42
Frontier	\$ 45.44	\$ 46.64	\$ 46.80	\$ 46.80	\$ 46.27	\$ 46.27	\$ 46.27	\$ 47.29	\$ 47.29				\$ 419.07
MISEC	\$ 20,984.57	\$ 22,461.53	\$ 19,381.06	\$ 23,316.47	\$ 2,827.30	50,660.01	\$ 24,935.67	\$ 59,751.99	\$ 27,687.16				\$ 252,005.76
Total Utilities	\$ 21,673.36	\$ 23,120.58	\$ 20,360.51	\$ 23,601.84	\$ 3,976.68	\$ 51,181.17	\$ 25,647.25	\$ 60,408.63	\$ 28,043.23	\$ -	\$ -	\$ -	\$ 258,013.25
Credit Cards:													
General Fund	\$ 66,527.66	\$ 114,824.97	\$ 163,715.45	\$ 113,830.18	\$ 92,257.34	\$ 105,155.52	\$ 52,713.21						\$ 709,024.33
Early Childhood	\$ 2,202.70	\$ 3,950.38	\$ 4,280.13	\$ 18,112.31	\$ 4,675.53	\$ 4,768.59	\$ 3,320.43						\$ 41,310.07
Food Service	\$ -	\$ -	\$ 5,990.15	\$ -	\$ -	\$ -	\$ -						\$ 5,990.15
Tech/Security Millage	\$ 1,444.80	\$ 5,818.73	\$ 7,572.60	\$ 1,889.74	\$ 1,193.92	\$ 25,506.71	\$ 2,297.83						\$ 45,724.33
Student Activities	\$ 6,540.48	\$ 25,787.45	\$ 15,275.97	\$ 36,710.54	\$ 40,871.80	\$ 29,738.46	\$ 20,531.04						\$ 175,455.74
Total Credit Card Charges	\$ 76,715.64	\$ 150,381.53	\$ 196,834.30	\$ 170,542.77	\$ 138,998.59	\$ 165,169.28	\$ 78,862.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 977,504.62

***Credit cards are always a month behind

March 2023 Transfers

Payment Date	Debit Account Desc	Credit Account Desc	Amount
3/3/2023	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***3/3/23 Payroll & ORS Transfer	\$ 839,351.77
3/17/2023	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***3/17/23 Payroll & ORS Transfer	\$ 881,791.99
3/23/2023	Checking - General Fnd Inv - USD	Checking - General Account - USD ***Checking Account Low Balance	\$ 300,000.00
3/27/2023	Checking - General Fnd Inv - USD	Checking - General Account - USD ***MESSA Transfer	\$ 513,751.00
3/27/2023	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***147c Transfer (includes 1 time payment)	\$ 1,190,679.54
3/31/2023	Checking - General Fnd Inv - USD	Checking - Payroll - USD ***3/31/23 Payroll & ORS Transfer	\$ 892,868.58
Total Transfers in March			<u>\$ 4,618,442.88</u>

Personnel Report – April 17, 2023

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

Evenlyn VanDeMark – Psychologist Intern
Rhonda Krueger – Instructional Assistant (Beach)
Heather Fitzgerald – Transportation
Rachelle Kladder – Transportation
Jordan Tucker – Elementary Resource Room Teacher (Edgewood)

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

Jackie Ball – Middle School ELA Teacher

The following positions are currently posted:

School Psychologist
Instructional Assistants – Multiple Positions
Behavior Services Coordinator
Elementary Teacher – 5th Grade
Premier Substitute Teacher
AM School Age Care Program Director – Beach Elementary
AM Multi-Site School Age Care Program Director
Year Round Childcare Assistant



Fruitport Community Schools

Memo

To: FCS Board of Education

From: Katie Houseman

Date: 3/29/2023

CC: Danielle VanderMeulen, Katie Shawl, Jenny Ferels, Mark Mesbergen, Jason Kennedy

Subject: Recommendation for Resource Teacher

It is with pleasure that I recommend the hiring of Jordan Tucker for the position of Resource Teacher at Edgewood Elementary. Emily Basse, Tom Hamilton, and Jennifer Volkman were on the hiring committee. She has had great experiences as a resource teacher in the Reeths-Puffer School District for the last several years and has displayed to be highly knowledgeable in supporting difficult behaviors and instructing those with learning disabilities. She had wonderful references and we believe she will be a great addition to the team. She has accepted the offer at Step 2 at \$48,000. She will receive her Masters by this upcoming May, which will put her at MA 2 with \$50,000.

She will begin her new position on April 24th, 2023. This may change depending on district agreements.

Jordan Barbara Tucker

616-214-9397 | tuckerjordanb@gmail.com | Muskegon, MI

SUMMARY

Experienced and results driven Special Education Teacher with proven teaching, collaborative, instructional, management, and behavior skills. Improves education through developing relationships and professional follow-through. Highly focused and passionate on delivering personalized, hands-on lessons that support students' academic and emotional needs and strengths. Experience in providing special education supports and services to elementary students.

SKILLS

PROFESSIONAL SKILLS Teaching and Instruction, Individualized Education Programs (IEP), Collaboration, Progress Monitoring, Differentiated Instruction, Positive Behavior Support, Time Management, Multi-tasking Skills, Adaptability, Team Leadership, Interpersonal Skills, Oral Communication, Written Communication, Problem Solving, Working with Children, Special Education, Elementary Education

EDUCATION

Master of Education, Instruction and Curriculum: Educational Differentiation *Expected April 2023* 2022 - 2023
Grand Valley State University, Grand Rapids, Michigan

Bachelor of Science, Comprehensive Science and Arts for Teaching and Special Education 2013 - 2018
Grand Valley State University, Grand Rapids, Michigan

Endorsements

Cognitive Impairment
Emotional Impairment
General Elementary Education K-5

EXPERIENCE

Elementary Resource Room Teacher Reeths-Puffer Central Elementary | Muskegon, Michigan | 2018 - Current

- Case manager of 20 elementary students who are eligible for special education for Emotional Impairments, Cognitive Impairments, Autism Spectrum Disorder, Other Health Impairment, Early Childhood Developmental Delay, Specific Learning Disability, and Speech and Language Impairment
- Facilitate initial and annual IEP meetings by communicating with all stakeholders to increase awareness of student needs
- Provide push-in and pull-out support services for students in grades DK-3rd grade
- Identify and implement goals and objectives tailored towards the specific needs and abilities of each student on an Individualized Education Plan (IEP)
- Develop individual education and behavior plans designed to promote educational and social development
- Accelerate student outcomes by implementing accommodations and modifications on grade-level assignments and assessments in the areas of reading, writing and math
- Organize and prepare instructional materials and reports to facilitate student learning
- Conduct small group and individual classroom activities based on differentiated learning needs
- Foster positive and trusting relationships with students to increase engagement
- Attended seminars, workshops and training to further my training and develop professional skills

Jordan Barbara Tucker

CBI Self-Contained for Moderate Cognitive Impairments

Lincoln School | Grand Rapids, Michigan | Winter 2018

- Modified and adapted curriculum to meet the needs of diverse learners with intellectual disabilities
- Administered ESTER assessment and used data to create IEP goals for students
- Accommodated a variety of learning styles, such as, visual, auditory, kinesthetic and technological
- Student teacher

Elementary Teacher

West Godwin Elementary | Wyoming, Michigan | Fall 2017

- Intensified daily lesson plans for a rotation of 77 4th grade students
- Directed classroom book clubs
- Supported English Language Learners
- Collaborated with school professionals and actively participated in data team meetings, grade-level team and whole school meetings
- Student teacher

Language Arts Resource Room Teacher

Kelloggsville High School | Grand Rapids, Michigan | Winter 2017

- Devised direct planning and instruction for 9th-12th grade students
- Participated in IEP development
- Produced a reading unity for *To Kill a Mockingbird* by Harper Lee
- Accommodated tests, quizzes and assignments
- Facilitated classroom discussions related to the assigned novel
- Student teacher

Substitute Teacher

EduStaff | Grand Rapids, Michigan | October 2017 – May 2018

- Substitute Teacher for K-12th grade students

Jordan Barbara Tucker

REFERENCES

Stephanie Dye

MAISD Behavior Support Consultant

E: sdye@muskegonisd.org

Hayden Glick

Resource Room Teacher

Shettler Elementary School

T: 231-740-5379

E: hglick@fruitportschools.net

Lisa Smitt

Special Education Supervisor

Reeths-Puffer School District

T: 616-204-5142

Linda Westgate

Resource Room Teacher

Central Elementary School

T: 231-578-6723

Rhonda Krueger

Muskegon, MI 49444

jnrkruegero4sj4_8me@indeedemail.com

+1 231 343 5422

Work Experience

Collections Specialist/Business assistant

The Storage Group - Fruitport, MI

June 2019 to Present

Noon Duty Supervisor

Beach School Fruitport - Muskegon, MI

Worked with teachers and staff to insure the safety of the students. Also worked with teacher and staff to help students excel in the day to day duties.

Education

12 in Business

Oakridge High School - Muskegon, MI

2 years in Business

Baker College - Muskegon, MI

Skills

- Negotiation
- Account Management
- Account Reconciliation
- Accounts Receivable
- Accounts payable
- Customer service
- Phone etiquette

Groups

Volunteer

When my children were in elementary school I would volunteer twice a week to help the kids who were having difficulties with reading. I helped at Edgewood School.

Additional Information

While working at Beach School I also assisted as a paraprofessional in the special needs classroom. I really enjoyed working with the students.



Kennedy, Jason <jkennedy@fruitportschools.net>

Retirement

Ball, Jacquelyn <jball@fruitportschools.net>
To: "Kennedy, Jason" <jkennedy@fruitportschools.net>
Cc: "Kelly, Monte" <mkelly@fruitportschools.net>

Mon, Feb 13, 2023 at 4:18 PM

Hello,

I'm sending this email to let you know that I have chosen to retire at the conclusion of this school year. I have thoroughly enjoyed my many years in this district and the ability to teach in my alma mater.

It is with sadness, that I leave behind great students, mentors, colleagues, and leaders.

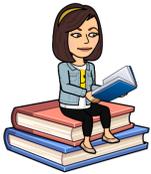
Thank you for the opportunity to teach 6th graders for all these years!

Sincerely,

Jball

Jacquelyn Ball

6th Grade Language Arts





Fruitport Community Schools
SPECIAL BOARD MEETING MINUTES
Monday, March 20, 2023 – 6:00 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 Special Meeting of the Board of Education was called to order at 6:02 p.m. by Board President, Dave Hazekamp.
- II. **ROLL CALL:** Present – Elroy Buckner, Kris Cole, Susan Franklin, Dave Hazekamp, and JB Meeuwenberg. Absent - Tim Burgess and Steve Kelly.

Note: Tim Burgess arrived at the meeting for the closed session student discipline hearing.

III. APPROVAL OF AGENDA

Item 23-38. MOTION by Buckner, SECOND by Franklin to approve the agenda as presented.

MOTION CARRIED 5-0; 2 absent.

IV. REMARKS FROM THE PUBLIC: None

V. GENERAL BOARD BUSINESS:

A. Regular Board Meeting Minutes of February 20, 2023

Item 23-39. MOTION by Cole, SECOND by Franklin to approve the Regular Board Meeting Minutes of February 20, 2023, as presented.

MOTION CARRIED 5-0; 2 absent.

B. Enter into Closed Session - Student Discipline Hearing

Item 23-40. MOTION by Franklin, SECOND by Cole to enter into closed session at 6:07 p.m., pursuant to MCL 15.268 Sec. 8(1)(b) of the Michigan Open Meetings Act, to consider the dismissal, suspension, or disciplining of a student, as requested in writing by the student's parent or guardian.

MOTION CARRIED 5-0; 2 absent.

Note: After entering into closed session for the student disciplinary hearing, Tim Burgess entered the meeting, as did the student and the student's father.

C. Return to Open Session

Item 23-41. MOTION by Franklin, SECOND by Cole to return to open session at 6:45 p.m.

MOTION CARRIED 6-0; 1 absent.

D. Student Discipline Hearing Resolution

Item 23-42. MOTION by Franklin, SECOND by Meeuwenberg to approve the Board Resolution for Student Discipline for Student 032023-01. Student 032023-01 will be permanently expelled from Fruitport Community Schools, as discussed and outlined in the Board Resolution for Student Discipline.

MOTION CARRIED 6-0; 1 absent.

E. Other

1. No other information was discussed at this time.

VI. ADJOURNMENT

Item 23-43. MOTION by Cole, SECOND by Franklin to adjourn.

MOTION CARRIED: 6-0; 1 absent

The meeting adjourned at 6:55 p.m.

Respectfully submitted,

Susan Franklin, Board Secretary

Danielle VanderMeulen, Recording Secretary

Fruitport Community Schools
BOARD RESOLUTION FOR STUDENT DISCIPLINE

A special meeting of the Board of Education (the “Board”) was held in the Boardroom, within the boundaries of the District, on the 20th day of March, 2023, at 6:00 o’clock in the p.m. (the “Meeting”).

The Meeting was called to order by Dave Hazekamp, Board President.

Present: Elroy Buckner, Tim Burgess, Kris Cole, Susan Franklin, Dave Hazekamp, JB Meeuwenberg.

Absent: Steve Kelly

The following preamble and resolution were offered by Member Susan Franklin and supported by Member JB Meeuwenberg:

WHEREAS:

1. The administration has recommended that, pursuant to Revised School Code Section 1310(1), a student whose identity is known to the Board (the “Student”) be expelled for an intentional threat to commit an act of violence against the school.

2. School administrators notified the Student’s parent/guardian of the specific charge underlying the disciplinary recommendation, as well as the date, time, and place of the disciplinary hearing.

3. Pursuant to the request of the Student’s parent/guardian, and as authorized by Michigan Open Meetings Act Section 8(1)(b), MCL 15.268(1)(b), the disciplinary hearing on March 20, 2023 was conducted in a closed session meeting of the Board.

4. The hearing afforded the Student and the Student’s representatives an opportunity to respond to the charge and to present pertinent evidence for the Board’s consideration.

5. The Board has carefully considered all of the evidence produced in this student discipline hearing.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. A preponderance of the evidence establishes that the Student violated the Student Code of Conduct.

2. Based on careful consideration of all of the following factors, the Board determines that expulsion is warranted:

- The Student’s age;
- The Student’s disciplinary history;
- Whether the Student has a disability;
- The seriousness of the behavior;
- Whether the behavior posed a safety risk;

- Whether restorative practices are a better option; and
- Whether lesser interventions would address the behavior.

3. The Student is permanently expelled from the District.

4. During the time of the expulsion, the Student may not be on school grounds or attend any functions at the District without prior written approval from an appropriate administrator.

5. Consistent with Revised School Code Sections 11a and 1311(1), the Board finds that the interests of the District are served by this resolution.

6. Consistent with the Board's actions taken this date, the Student is eligible for the appropriate educational services to which the Student is entitled to under state and federal law, including an offer of educational services to support the Student's Individualized Education Program (IEP), and enrollment into the Muskegon County Virtual Academy, if desired by the Student.

7. Administrators are directed and authorized to implement all terms of this resolution and are delegated all necessary authority to do so.

8. All resolutions and parts of resolutions insofar as they conflict with provisions of this resolution be and the same are hereby rescinded.

Ayes: Elroy Buckner, Tim Burgess, Kris Cole, Susan Franklin, Dave Hazekamp, JB Meeuwenberg

Nays: Steve Kelly

Resolution declared adopted.

The undersigned, duly qualified and acting Secretary to the Board of Education of Fruitport Community Schools, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Susan Franklin

Susan Franklin, Board Secretary

Business and Finance Committee

Monday April 10, 2023

6:00 p.m., Superintendent's Office

Meeting Minutes

Attendance: Kris Cole, Dave Hazekamp, Jason Kennedy, Elroy Buckner, Jonny Morehouse, Jessica Wiseman, and Mark Mesbergen

1. Debt Transfer Resolution

Mark talked about a resolution from Thrun Law Firm. This resolution is transferring the remaining cash of the 2012 refunding bond debt (paid off at the end of last year) to the 2010 bond debt. There is no cost to the district.

2. Helmet Recommendation

Jonny presented multiple quotes for replacing the football helmets. The current helmets cannot be reconditioned; therefore, not able to be used for the upcoming season. The recommendation from Jonny is to purchase the helmets from Riddell. The quote includes to trade in all of the current helmets to reduce the quote by \$175 per helmet. The purchase would be coming out of the general fund.

3. Server Recommendation

Mark presented a recommendation from technology to purchase two servers. Some of the servers are getting close to capacity and the technology department is also starting to build up our infrastructure for future project. The technology security fund will be used to purchase these servers.

4. Letters of Agreements

Mark presented the three-current letter of agreements with the associations. Each association received an on the base increase.

5. PA System and Audio Enhancement - Beach

Mark presented a recommendation to replace the PA System at Beach Elementary. This is the same system as the one that is getting put in at Shettler Elementary (approved in February). Section 97 (building security) grant will pay for this recommendation.

Meeting adjourned at 6:35 p.m.

Respectfully submitted by Mark Mesbergen

BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachments # XI-2

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:
Debt Transfer

Background Information: Every June, the board approves the L-4029 which splits the 6.9 mills to pay the multiple bond debt fund to ensure that the district is able to pay each bond debt fund. Fruitport's 2012 bond debt fund was paid off at the end of the 2021-22 fiscal year. There was roughly \$120,945.80 left in the fund that needs to be transferred out. While working with PFM (financial advisor) they determined that our 2010 bond debt fund would be the fund the \$120,945.80 be moved to. This resolution allows this to happen. This does not impact anything in terms of payment of our obligations.

Financial Impact:
\$0

Recommended Action:
To approve the resolution to allow the district to transfer \$120,945.80 from the 2012 bond debt fund to the 2010 bond debt fund. **ROLL CALL..**

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg

Fruitport Community Schools, Muskegon and Ottawa Counties, Michigan (the “District”)

A regular meeting of the board of education of the District (the “Board”) was held in the Boardroom, within the boundaries of the District, on the 17th day of April, 2023, at 7:00 o’clock in the p.m.

The meeting was called to order by Dave Hazekamp, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS:

1. The bond issue of the District, dated March 1, 2012, and designated 2012 Refunding Bonds (General Obligation-Unlimited Tax) (the “2012 Bonds”), was retired and paid in full on or about May 1, 2022; and

2. There is remaining in the 2012 Bond Debt Retirement Fund (the “2012 Debt Retirement Fund”) the surplus balance of approximately \$120,945.80, including interest earned to the date of transfer, and this Board is of the opinion that this remaining sum, together with delinquent taxes receivable, should be transferred to the District’s 2010 Debt Retirement Fund (the “2010 Debt Retirement Fund”) for the District’s 2010 School Building and Site Bonds (General Obligation-Unlimited Tax) (Federally Taxable – Qualified School Construction Bonds – Direct Payment), dated June 3, 2010 (the “2010 Bonds”); and

3. Section 701 of the Revised Municipal Finance Act (MCL 141.2701), Act 34, Public Acts of Michigan, 2001, as amended, provides that “[m]oney remaining in a debt retirement fund from the levy of a tax or an account within a debt retirement fund from the levy of a tax after the retirement of all municipal securities payable from that fund shall be used in the following order of priority: (a) to pay other outstanding unlimited tax full faith and credit municipal securities; (b) to pay other outstanding limited tax full faith and credit municipal securities; and (c) to be deposited in the general fund of the municipality”; and

4. Funds in the District’s 2010 Debt Retirement Fund are used to pay principal of and interest on the District’s 2010 Bonds, which are unlimited tax full faith and credit municipal securities of the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Superintendent or Director of Business Services, or a designee thereof, is hereby authorized to take all necessary actions to transfer approximately \$120,945.80 (together with interest earned, if any, from the date hereof to the date of transfer) from the District’s 2012

Debt Retirement Fund to the 2010 Debt Retirement Fund, pursuant to the Revised Municipal Finance Act, as amended.

2. Once the above-described transfer of funds has been accomplished, the Superintendent or Director of Business Services, or a designee thereof, is authorized to close the 2012 Debt Retirement Fund.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be, and the same are, hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Fruitport Community Schools, Muskegon and Ottawa Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on April 17, 2023, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachments # XI-3

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Purchase of football helmets

Background Information: When Vicis went bankrupt two years ago, they also stopped creating the documents the reconditioning companies need to recondition these helmets. In talking with the two companies we would use to recondition the helmet, they said without these documents they would not be able to do a complete reconditioning of the helmet and therefore their insurance company would not cover them. We were able to play last year without our helmets getting reconditioned, but they are now out of date. The Axiom helmets will be fitted by professionals to our student athletes' heads each year. They are one of the safest helmets on the market and Jonny feel very comfortable working with a company such as Riddell, as they have been in this business for almost a century or more. They work with a very large portion of the high schools and colleges in our state as well. The district has received multiple quotes; however, Riddell is the only company that can sell Axiom helmets.

Financial Impact:

\$39,666.20 coming out of the athletic budget within the general fund.

Recommended Action:

To approve the attached quote from Riddell for \$39,666.20.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg

Pay online at Riddell.com or Remit to:

RIDDELL ALL AMERICAN SPORTS
 PO BOX 676256
 DALLAS TX 75267-6256
 USA
 FED I.D. 34-1688715



QUOTE as of 04/12/2023
 Attached: Order Line Details for Custom Products Only

BILL TO:11749

FRUITPORT HIGH SCHOOL
 3255 PONTALUNA ROAD
 FRUITPORT MI 49415

Order By	Jonny Morehouse
Order By Email	jmorehouse@fruitportschools.net
Phone	231-865-4034

SHIP TO:11749

FRUITPORT HIGH SCHOOL
 ATTN: ATHLETIC DEPARTMENT
 3255 PONTALUNA ROAD
 FRUITPORT MI 49415

Total Savings Value from Catalog Prices \$ 28,315.00

Sales Rep	JAMIE BLACKBURN	Cart Name	Axiom & Flex
Sales Rep Email	JBLACKBURN@RIDDELLSALES.COM		

Quote Date	QT#	Customer PO	Requested Date	Payment terms	Ship Via
04/12/2023	20177124	TO FOLLOW	04/26/2023	30 days Due net	FedEx Ground

Item	Material	Item Description	Color	XS	S	M	L	XL	2XL	OTH	QTY	UnitPrice	Ext Price
100	FB_HELMET_AXIOM	AXIOM									65	65	44,671.25
		BASE PRICE									65	649.00	
		PAINT									65	32.00	
		CONVERT TO BLACK PARTS									65	6.25	
200	RTRADE-IN	HELMET TRADE IN PROGRAM DISCOUNT									75	175.00	13,125.00
300	R247-RSD	RIDDELL SIDELINE DEVICE									1	650.00	650.00
400	RINSITE_AS_IND	INSITE ANALYTICS STANDARD INDIVIDUAL									1	600.00	600.00
500	R27247	AXIOM MOX BOX									1	155.00	155.00
600	FB_HELMET_SPDFX	SPEED FLEX	Navy blue								10		5,055.50
		FLEX (S-L)				2	6				8	470.00	
		FLEX (XL)						2			2	485.00	
		PAINT	7528-2958								10	32.00	
		NON-STD JAW PAD UPGRADE						2			2	2.75	
700	R27625	SPEEDFLEX MOX BOX									1	190.00	190.00

*Thank you for your order. If you have any issues with your order upon arrival, Please contact your sales representative or customer service at 800-275-5338 within 10 days of receipt. **For Player specific Helmets, price quoted prior to final player preference(s) selection. So final price may deviate from the quote.**

Order Total USD	38,196.75
Freight/Handling USD	1,469.45
Sales Tax USD	0.00
Payment Received	(0.00)
	39,666.20

SO# - Item : 20177124 - 100 FB_HELMET_AXIOM

Helmet Model	Axiom Helmet	
Helmet Shell Color	Navy blue	
Technology Package	Yes	
Helmet Paint Option Area 1	Wing Color	
Helmet Paint Color 1	Texas Tech White Pearl (7528)	
Face Guard Color	Navy blue	
Helmet Paint Color 2	Low Gloss BG Blue Prl 16(2958)	
Convert To Black Parts	Yes	
Convert to NFL(no logo)	No	
Install Decals	No	
Strap Loc	Black	
Chin Strap Color	Navy blue	
Liner Attachment Caps	Black	

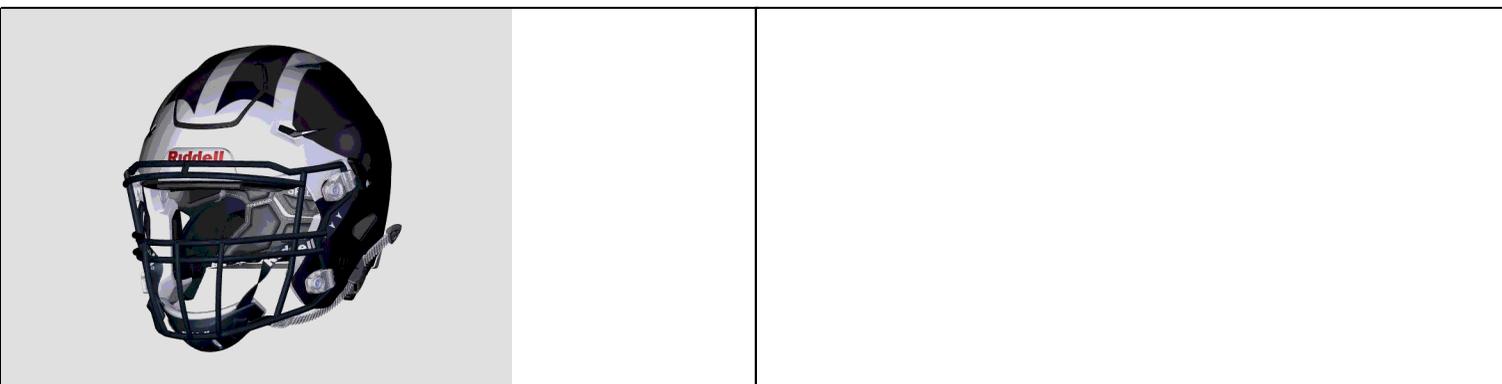
No of Players		33		Player Details		
Player ID	First Name	Last Name	Date of Birth	Face Mask	Chin Strap	Visor
F258026E	BRYSON	SIMILA	11/05/2008	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
E340286A	COLTON	TEETER	10/27/2007	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
DBAFCEF8	GIANNI	ROWAN	03/07/2006	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
D5374ED6	PEYTON	WIRT	07/28/2009	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
CC001D76	JUSTIN	WOODARD	10/01/2007	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
C76C8DDC	JOSHAWA	EPPARD	09/25/2008	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
C6B149E0	COOPER	LENGKEEK	11/30/2007	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
C565FC06	ZACHARY	DURAKOVIC	01/13/2007	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
C2F268D3	KARSEN	RICHARDS	05/28/2008	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
946E7855	KAYDEN	GELDERLO OS	10/17/2008	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
933D28C8	COLIN	CALIFF	09/14/2005	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
8F4C6BB4	BLAIR	ZIMMER	04/04/2008	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
8E715548	LANDEN	BOURQUE	09/15/2006	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
874F9B01	EASTON	FETT	05/08/2008	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
86FA3519	ALAN	JACKSON	07/07/2009	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed

Player ID	First Name	Last Name	Date of Birth	Face Mask	Chin Strap	Visor
7C33CEE5	KALAN	TEETER	02/01/2008	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
6E7B2E1C	CADEN	CARRILLO	08/18/2006	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
6DC1A886	DOMINIC	JOSE- RAMOS	01/11/2005	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
66164183	BRADY	HANSON	11/24/2008	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
5F2531BD	MASON	DEVRIES	05/13/2009	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
5B8535D7	ALEXZANDE R	MORSE	04/24/2006	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
590E6A0C	BRANTLEY	MELLEM	06/18/2008	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
4F16C72D	ANDREW	STEIGMAN	10/05/2006	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
438A9C8F	DONTE	MAY	06/22/2006	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
3D2AC8EB	CARSON	VALLIE	09/18/2008	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
3CA09308	SHONDARIS	MCCAIN	08/20/2009	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
3C912327	ROBERT	CANFIELD	02/26/2006	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
38CC90B3	DAITON	CAMPBELL	10/05/2005	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
34F27FBA	LUKE	WESTERLU ND	05/29/2008	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
315E300E	EVAN	OLSON	06/23/2008	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
2B073CE2	BRADON	DORNBOS	11/05/2007	AXIOM 2B-S	Medium Hard Cup	Riddell Clear Open
279FEF4B	GIDEON	MARKSBUR Y	01/09/2009	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed
1F43C7EE	SARGENT	ALEXANDER	04/30/2007	AXIOM 2BC-S	Medium Hard Cup	Riddell Clear Closed

SO# - Item : 20177124 - 600 FB_HELMET

Helmet Model	SpeedFlex	
Helmet Shell Color	Navy blue	
Helmet Paint Option Area 1	Wing color	
Helmet Paint Color 1	Texas Tech White Pearl (7528)	
Face Guard Color	Navy blue	
Helmet Paint Option Area 2	Wing cover color	
Helmet Paint Color 2	Low Gloss BG Blue Prl 16(2958)	
Convert To Black Parts	Not required	
Convert to NFL(no logo)	Not required	
Install Decals	No	
Quantity Of Helmet Sizes	3	

	SIZE1	SIZE2	SIZE3		
Helmet qty	2	6	2		
Helmet size	Medium	Large	X-Large		
Helmet z-pad type 1	1" FF White	1" FF White	3/4" FF White		
Helmet Chin Strap Style 1	CAM-LOC hard cup M combo	CAM-LOC hard cup M combo	CAM-LOC hard cup M combo		
Helmet chin strap color 1	Navy blue	Navy blue	Navy blue		
Helmet chin strap qty 1	2	6	2		
Helmet face guard style 1	SF-2BD	SF-2BD	SF-2EG-II		
Helmet face guard qty 1	2	3	1		
Helmet face guard style 2		SF-2EG-II	SF-2BDC		
Helmet face guard qty 2		3	1		



BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachments # XI-4

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Purchase of two servers

Background Information: The Technology Department is requesting to purchase two additional servers. One server is to be added to our data center as our two other servers are close to being out of space. The other server is to become a backup server. Kyle is working with his team to ensure that the district has the correct infrastructure to be able to handle the future security projects. CDW-G is part of a consortium so there was no need to get additional quotes.

Financial Impact:

\$20,245.00 coming out of the Technology-Security Fund

Recommended Action:

To approve the quote from CDW-G to purchase two servers.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

KYLE NIELSEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES:

Thank you for your order. Please make sure to check your order for the correct products and/or damages. CDW is only able to accept returns up to 30 days from invoice date. After 30 Days a 15% restocking fee will be assessed. After 60 days a 30% restocking fee will be assessed.

Wes
877.874.9063

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGWQ299	3/14/2023	SERVERS	0369064	\$20,245.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL360 Gen10 - rack-mountable - no CPU - 0 GB - no HDD Mfg. Part#: 867959-B21 UNSPSC: 43211501 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)	1	4729347	\$1,320.00	\$1,320.00
Intel Xeon Gold 5217 3 GHz processor Mfg. Part#: P02589-L21 UNSPSC: 43201503 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)	1	5767385	\$1,625.00	\$1,625.00
Intel Xeon Gold 5217 3 GHz processor Mfg. Part#: P02589-B21 UNSPSC: 43201503 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)	1	5553497	\$1,840.00	\$1,840.00
HPE SmartMemory - DDR4 - module - 16 GB - DIMM 288-pin - 2933 MHz PC4-234 Mfg. Part#: P00922-B21 UNSPSC: 32101602 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)	8	5529821	\$225.00	\$1,800.00

QUOTE DETAILS (CONT.)

<p><u>HPE Mixed Use - SSD - 480 GB - SATA 6Gb s</u></p> <p>Mfg. Part#: P18432-B21 UNSPSC: 43201830 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	2	5722981	\$290.00	\$580.00
<p><u>HPE Smart Array E208i-a SR Gen10 - storage controller (RAID) - SATA 6Gb s</u></p> <p>Mfg. Part#: 869079-B21 UNSPSC: 43201557 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	1	4794982	\$475.00	\$475.00
<p><u>HPE - power supply - hot-plug redundant - 500 Watt - 563 VA</u></p> <p>Mfg. Part#: 865408-B21 UNSPSC: 39121004 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	2	4727318	\$190.00	\$380.00
<p><u>HPE Integrated Lights-Out Advanced - license + 3 Years 24x7 Support - 1 ser</u></p> <p>Mfg. Part#: BD505A Electronic distribution - NO MEDIA Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	1	7341227	\$200.00	\$200.00
<p><u>HPE Small Form Factor Easy Install Rail Kit rack rail kit - 1U</u></p> <p>Mfg. Part#: 874543-B21 UNSPSC: 24102001 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	1	4735292	\$75.00	\$75.00
<p><u>HPE ProLiant DL380 Gen10 - rack-mountable - no CPU - 0 GB - no HDD</u></p> <p>Mfg. Part#: 868705-B21 UNSPSC: 43211501 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	1	4736126	\$1,325.00	\$1,325.00
<p><u>Intel Xeon Silver 4210R 2.4 GHz processor</u></p> <p>Mfg. Part#: P23549-L21 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	1	6023220	\$500.00	\$500.00
<p><u>HPE SmartMemory - DDR4 - module - 16 GB - DIMM 288-pin - 2933 MHz PC4-234</u></p> <p>Mfg. Part#: P00922-B21 UNSPSC: 32101602 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	2	5529821	\$200.00	\$400.00
<p><u>HPE Premium HDD Front Kit - storage drive cage - SATA SAS PCIe</u></p> <p>Mfg. Part#: 826687-B21 UNSPSC: 43201609 Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)</p>	1	4729543	\$100.00	\$100.00
<p><u>HPE - SSD - Read Intensive - 240 GB - SATA 6Gb s</u></p> <p>Mfg. Part#: P18420-B21 UNSPSC: 43201830</p>	2	5787599	\$175.00	\$350.00

QUOTE DETAILS (CONT.)

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE 10TB SAS 7.2K LFF SC ISE 7 7377487 \$550.00 \$3,850.00

Mfg. Part#: P53558-B21

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE 96W Smart Storage - storage device battery - Li-Ion 1 6550591 \$75.00 \$75.00

Mfg. Part#: P01366-B21

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE Smart Array P816i-a SR Gen10 - storage controller (RAID) - SATA 6Gb s 1 4736136 \$1,475.00 \$1,475.00

Mfg. Part#: 804338-B21

UNSPSC: 43201557

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE - power supply - hot-plug redundant - 800 Watt - 908 VA 2 4723434 \$275.00 \$550.00

Mfg. Part#: 865414-B21

UNSPSC: 39121004

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE Integrated Lights-Out Advanced - license + 3 Years 24x7 Support - 1 ser 1 7341227 \$200.00 \$200.00

Mfg. Part#: BD505A

Electronic distribution - NO MEDIA

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE Large Form Factor Easy Install Rail Kit rack rail kit - 2U 1 3379398 \$100.00 \$100.00

Mfg. Part#: 733662-B21

UNSPSC: 24102001

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE Pointnext Tech Care Essential Service - extended service agreement - 3 1 6501951 \$1,725.00 \$1,725.00

Mfg. Part#: HU4A6A3#WAG

Electronic distribution - NO MEDIA

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HPE Pointnext Tech Care Basic Service - extended service agreement - 3 year 1 6499159 \$1,050.00 \$1,050.00

Mfg. Part#: HU4B2A3#WAH

Electronic distribution - NO MEDIA

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

HP EXT 2.0M MINISAS HD MINISAS 2 3712650 \$125.00 \$250.00

Mfg. Part#: 716197-B21

UNSPSC: 26121604

Contract: REMC Supplies, Furniture, and Equipment 2023 (REMC FURN 2023)

SUBTOTAL \$20,245.00

SHIPPING \$0.00
SALES TAX \$0.00
GRAND TOTAL \$20,245.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: FRUITPORT COMMUNITY SCHOOLS ACCTS PAYABLE 3255 PONTALUNA RD FRUITPORT, MI 49415-8855 Phone: (231) 865-3156 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: FRUITPORT COMMUNITY SCHOOLS 3255 PONTALUNA RD FRUITPORT, MI 49415-8855 Phone: (231) 865-3156 Shipping Method: UPS Ground (1- 2 day)
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Wes Farrell | (877) 874-9063 | wesfar@cdw.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachment # XI-5

From: Mark Mesbergen

Subject to be Discussed and Policy Reference:

Awarding Copier Equipment Bid

Background Information:

A Request for Proposal was released this spring for copier equipment as Fruitport's five year contract with Michigan Office Solutions was expiring on June 30, 2023. Fruitport was looking to purchase copiers with money that was earmarked within the Building and Site. Mark transferred General Fund money every year to ensure there was money to purchase copiers. This would save the General Fund since the district would not have to lease the equipment. There were 4 bids. Kyle Nielson and Mark Mesbergen reviewed the bids.

Financial Impact:

The district will purchase the machines through the Building and Site fund for a total of \$113,472.

Recommended Action:

To approve the Michigan Office Solution bid for a five year contract starting July 1, 2023. The district will purchase the machines.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin
 ___ Hazekamp ___ Kelly ___ Meeuwenberg

Fruitport Community Schools

Vendor	Make	Est B/W Annual Prints	Est Color Annual Prints	Mtn 8.5 X 13	Mtn 11 X 17	Mtn Color	Purchase Heavy (2)	Heavy Model	Purchase High (6)	High Model	Purchase Mid (8)	Mid Model	Purchase Low (0)	Low Model	Total Purchase	5 year Cost of Mtn B/W	5 year Cost of Mtn Color	Papercut Cost	5 yr cost	Difference
MOS	Xerox	4,888,752.00	140,985.00	0.00309	0.00309	0.03500	\$ 12,257.00	Xerox B9100	\$ 6,489.00	Xerox B8170	\$ 6,253.00	Xerox C8155	\$ 6,084.00	Xerox AltaLink C8135	\$ 113,472.00	\$ 75,531.22	\$ 24,672.38	\$ 6,630.00	220,305.59	
Adams Remco	Toshiba	4,888,752.00	140,985.00	0.00330	0.00330	0.03900	\$ 7,416.00	Tos. 9029A	\$ 6,913.00	Tos 6529A	\$ 7,320.00	Tos. 5525AC	\$ 4,325.00	Lexmark C3525AC	\$ 114,870.00	\$ 80,664.41	\$ 23,262.53	\$ 11,771.00	230,567.93	(10,262.34)
Applied Imaging	Ricoh	4,888,752.00	140,985.00	0.00550	0.00550	0.05700	\$ 19,906.81	Ricoh 9000	\$ 15,547.71	Ricoh 7000	\$ 15,707.87	Ricoh C6000	\$ 10,033.37	Ricoh C3500	\$ 258,762.84	\$ 24,440.68	\$ 16,072.29	\$ -	299,275.81	(78,970.22)
Konica Minolta	K-M	4,888,752.00	140,985.00	0.00350	0.00350	0.03900	\$ 14,918.13	Accurio 2100	\$ 6,261.34	BizHub 550i	\$ 6,687.40	BizHub C550i	\$ 3,030.81	BizHub 360i	\$ 120,903.50	\$ 85,553.16	\$ 27,492.08	\$ 24,317.35	258,266.09	(37,960.49)

ECC (2year old) stays in district

BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachments # XI-6

From: Mark Mesbergen

Subject to be Discussed and Policy Reference: Beach Public Address, Emergency Communication, and Audio Enhancement System

Background Information: Secure Education Consultants, the District Crisis Team, and local law enforcement officials have recommended a focus on improving the communication systems within the District. The District is developing a plan to prioritize the allocation of school safety grant money around communication systems within the District. It is recommended to replace the public address, emergency communication, and audio enhancement system at Beach. The District has already approved replacing Shettler with the same system with the intent of replacing these systems in each of these schools during the summer of 2023.

Financial Impact:

It is recommended to purchase a Bluum Audio Enhancement and Public Address System and the necessary cabling and network drops from Vector Tech Group in the amount of \$159,253.19. Section 97 Safety Grant is where these expenses will be allocated to.

Recommended Action:

To approve the purchase of a Bluum Audio Enhancement and Public Address System, and the necessary cabling and network drops from Vector Tech Group, in the amount of \$159,253.19 using the District's Section 97 grant award, as discussed.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg



Package Proposal



At Bluum (formerly Trox + Tierney), we believe that education is the single most achievable step toward a more positive and equitable tomorrow. Over 40 years of experience in the education sector has taught us the right technology applied to the right situation can broaden student access to learning and positively impact learning outcomes.

As a single solutions provider, we're by your side from consultation and planning through installation and maintenance, providing the resources, guidance, information, training and support to plant confidence in every educator and every classroom. We make it easy to effectively use technology to create individualized learning experiences and lesson plans that foster a sense of inclusivity and boost the learning capabilities in all students, regardless of age or ability.

The act of 'blooming' signals a moment of transformation when the right people, knowledge and resources come together to create something greater than the sum of its parts. No matter your budget, we're here to help you Bluum where you're planted.

1.844.MYBLUUM
Bluum.com

bluumTM



Quote

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

#258170

02/22/2023

Bill To
 Kyle Nielson
 Fruitport Community School District
 3255 PONTALUNA RD
 FRUITPORT MI 49415

Ship To
 Beach Elementary School
 2741 Heights Ravenna Rd
 Muskegon MI 49444

Memo:

Expires	Sales Rep	Contract	Terms
05/23/2023	589 Ben Kevern	REMC	Net 30

Qty	Item	MFG	Price	Ext. Price
21	ST-XD-9025 XD Teardrop Teacher Box	Audio Enhancement	\$247.24	\$5,191.99
1	Integration Item ST-AM-1025 EPIC Common Zone Amplifier 4 X 250W 70V - 1U	Audio Enhancement	\$1,875.25	\$1,875.25
1	PA-0095.P **DISCONTINUED** Grandstream GXP2130 Enterprise Phone including Programming	Audio Enhancement	\$189.96	\$189.96
1	EP-0020.P EPIC Monitor/Kiosk including Programming	Audio Enhancement	\$1,907.90	\$1,907.90
1	ST-EP-0001.P EPIC Server including Programming	Audio Enhancement	\$7,112.18	\$7,112.18
1	EP-0105.P CLAUDIA - EPIC Front Office Media Player including Programming	Audio Enhancement	\$815.06	\$815.06
1	EP-0009 EPIC System Platform License	Audio Enhancement	\$3,777.10	\$3,777.10
1	EP-0010 SAFE System License (Requires EPIC System Platform License)	Audio Enhancement	\$3,277.52	\$3,277.52
1	EP-0022 EPIC System - IPB License	Audio Enhancement	\$1,587.71	\$1,587.71
1	PA-0011 **DISCONTINUED** 2U Utility Shelf, 15" deep, with elongated vent holes	Audio Enhancement	\$162.32	\$162.32
1	AC-2083 Indoor Flush Mount Strobe Assembly, Green	Audio Enhancement	\$322.37	\$322.37



258170



Quote

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

#258170

02/22/2023

Qty	Item	MFG	Price	Ext. Price
1	PA-0024 Smart-UPS 1000VA RM LCD 2U 120V UPS Backup	Audio Enhancement	\$1,109.24	\$1,109.24
1	PA-0045 UPS Back-up, 6 OUTLET 425VA 120V	Audio Enhancement	\$119.76	\$119.76
21	ST-XD-9360 Teardrop Mic, XD Throwable Ball, USB Wall-Mount Charger, USB to Micro USB Cable, Li-On Batt Pack, QS Guide, Label	Audio Enhancement	\$471.60	\$9,903.60
1	AC-0121 **DISCONTINUED** 50' Cat6, Plenum Rated - Yellow	Audio Enhancement	\$39.01	\$39.01
6	SP-1022 70V Wall Mount Speaker, white	Audio Enhancement	\$110.72	\$664.32
3,000	AC-0004 Speaker Wire Plenum Rated	Audio Enhancement	\$0.38	\$1,140.00
3	ST-AM-8003.P MS-300 Network Interface System including Programming	Audio Enhancement	\$632.55	\$1,897.65
1	AC-0002 75' Speaker Wire Plenum Rated	Audio Enhancement	\$31.73	\$31.73
1	ST-XD-9060 PAL Teacher Box	Audio Enhancement	\$474.02	\$474.02
6	SP-1091 70 Volt Horn Speaker	Audio Enhancement	\$266.23	\$1,597.38
22	AM-3230.P Programmed MS-600 Assembly - PoE Powered	Audio Enhancement	\$1,767.13	\$38,876.86
22	CK-4011 Optimum System Installation Wiring Kit w/75' and 50' plenum speaker wires, 50' 3.5 plenum shielded cable, 50' CAT6	Audio Enhancement	\$134.78	\$2,965.16
1	ST-SP-0211 FS-22 (4) 1 x 2 Lay in Speaker Assy	Audio Enhancement	\$342.52	\$342.52
2	ST-SP-0212 FS-22 (2) 1 x 2 Lay in Speaker Assy	Audio Enhancement	\$171.26	\$342.52
2	Integration Item ST-SP-1030 Compact Full-Range Pendant Speaker, Set of 4	Audio Enhancement	\$1,100.00	\$2,200.00



258170



Quote

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 St. Paul MN 55108
 800-933-7337 | 612-331-5500
 www.bluum.com

#258170

02/22/2023

Qty	Item	MFG	Price	Ext. Price
1	Integration Item PA-3007 Basic Distribution Head End System	Audio Enhancement	\$3,339.48	\$3,339.48
1	Integration Item PA-4007 Basic Distribution Head End System Accessories Kit	Audio Enhancement	\$6,679.72	\$6,679.72
22	Integration Item WP-0004 Wall Plate, WPA-704, Call Button, Ambient Mic with Decora Plate	Audio Enhancement	\$67.59	\$1,486.93
22	Integration Item SP-1095 2x2 Tile Replacement 70V Loudspeaker	Audio Enhancement	\$191.59	\$4,214.93
45	SE-0067 Contingency Fund Usage	Audio Enhancement	\$100.00	\$4,500.00
22	Services - Integration Integration and Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. Including Standard 90 day Installation Warranty https://www.bluum.com/standard-service-warranty Quoted prices reflect 2023 REMC awarded discounts and items are eligible for free shipping		\$2,009.50	\$44,209.00
<p>**Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.</p>				

Subtotal	\$152,353.19
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$152,353.19





Quote

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

#258170

02/22/2023

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions

If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service at 800-933-7337.

Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Bluum reserves the right to adjust or cancel this quote.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.

Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.

Returns require an authorization number and must be made within 30 days.

Custom orders and "Consumables", such as projector lamps, may not be returned.

Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.

Restocking fees varying depending on the product line, expect a minimum charge of 25%.



258170



We have prepared a quote for you

Beach Network Drops.

Quote # JB024512
Version 1

Prepared for:

Fruitport Community Schools

Prepared by:

Jake Baker



Friday, February 24, 2023

Fruitport Community Schools
Kyle Nielsen
3255 E. Pontaluna Rd
Fruitport, MI 49415
knielsen@fruitportschools.net

Dear Kyle,

Vector Tech Group is pleased to present this proposal for your company. We look forward to partnering with you to provide customizable technology solutions depending on the needs and expectations that are unique to your organization. In this proposal, we will present a brief overview of our solutions offerings.

Vector Tech Group is the leader in on-demand technology solutions. Since 1991, we have been offering customizable technology solutions to meet our clients' short-term and long-term needs. We provide our clients with the expertise, reliability, and flexibility that is required within your technology environment.

Thank you again for allowing Vector Tech Group the opportunity to be your technology partner. We hope you will find that our services, knowledge, and flexibility are just what you are looking for in a technology partner. If you have any questions, please do not hesitate to contact me.

Jake Baker
Sales
VTG Holland

Products

Qty	Description	Price	Ext. Price
2	Hubbell 24-port Patch Panel Hubbell Patch Panel, Cat 6, 24-Port, 1U, T568A/B Universal Wiring, 1.75" Height, Black (HP624)	\$175.00	\$350.00
1	Surface mount boxes and raceway Materials	\$250.00	\$250.00
		Subtotal	\$600.00

Services

Qty	Description	Price	Ext. Price
21	Cabling Labor Cabling Labor	\$200.00	\$4,200.00
21	Cabling Materials Materials	\$100.00	\$2,100.00
		Subtotal	\$6,300.00



Beach Network Drops.

Prepared by:

VTG Holland

Jake Baker
(989) 695-9661
Fax (989)455-4031
jakebaker@vectortechgroup.com

Prepared for:

Fruitport Community Schools

3255 E. Pontaluna Rd
Fruitport, MI 49415
Kyle Nielsen
(231) 865-4000
knielsen@fruitportschools.net

Quote Information:

Quote #: JB024512

Version: 1
Delivery Date: 02/24/2023
Expiration Date: 04/25/2023

Quote Summary

Description	Amount
Products	\$600.00
Services	\$6,300.00
Total:	\$6,900.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. By signing you are agreeing to all aspects of this agreement including any and all attachments, any and all terms and conditions, non-disclosures, agreements etc.

VTG Holland

Fruitport Community Schools

Signature: _____

Signature: _____

Name: Jake Baker

Name: Kyle Nielsen

Title: Sales

Date: _____

Date: _____



Contract & Terms

Vector Tech agrees to provide as needed IT Services to Fruitport Community Schools. In consideration for these services Fruitport Community Schools agrees to pay VTG Holland \$165.00 for Systems Engineer and \$150.00 for Help Desk per hour, per staff person, in fifteen minute increments with a one hour minimum for On-site work, with everything after the first hour will be billed in 15 minute increments. Remote support work will be billed at the above rate in fifteen minute increments, with a 15 minute minimum. VTG Holland will bill customer on the 15th and the last day of each month. Terms of your invoices will be 15 days. A late fee of 7% of the invoice amount overdue will be assessed for each invoice that payment has not been received 10 days after the due date. Late fees will be assessed for each overdue invoice every 30 days after the initial assessment. Proposals exceeding Five Thousand Dollars require a fifty percent deposit to begin processing.

All state and federal taxes will apply unless provided a proof of non-profit is provided. Customer also agrees to pay all shipping and handling incurred unless mutually agreed upon by customer.

Customer agrees to pay all travel expenses if scope of project requires. This will include transportation, Hotel, and living expenses. Customer will only be charged when working remotely for hours that are actually at job site or considered travel time. Travel time will be charged for one way travel at normal hourly rate. These rules all apply unless mutually agreed upon by both parties.

During the term of this Agreement and for a period of six (6) months following its termination or expiration, Fruitport Community Schools shall not, directly or indirectly, solicit, recruit, hire, employ, or contract for the services of any employee of VTG Holland to whom it is introduced by virtue of this Agreement, unless otherwise agreed to by VTG Holland in writing. Otherwise a hiring fee of 50% of first year of salary will be due payable to VTG Holland 30 days after the "Date of Hire" as defined below. "Date of Hire" shall be the employee's last day of billable assignment hereunder. "Salary" shall be the annual salary offered to the employee by Fruitport Community Schools.

This agreement may be reviewed in January, 01 0001 to address any adjustments to this agreement that needs to be done in the mutual benefit to both parties. Any changes to this agreement before January, 01 0001 by either party must be preceded by a 30 day advance written notice.

Vector Tech Group shall not be liable under this contract for any outage, delay, or failure of its performance to the extent such action arises by reason of act of God, the elements, adverse weather conditions, accident, governmental action, supplier action or inaction, inability to secure materials, and any actions against or by customer such as ransomware, stolen data, or lost data.

All other projects outside the scope of this proposal may be quoted on a per project basis, but the above terms will still apply.

Non-Disclosure Agreement

THIS AGREEMENT is entered into as of 01/01/0001 ("Effective Date"), by and between

Fruitport Community Schools
3255 E. Pontaluna Rd,
Fruitport, MI 49415
Telephone: (231) 865-4000
Contact: Kyle Nielsen
Email: knielsen@fruitportschools.net

And

VTG Holland
170 Veterans Drive,
Holland, MI 49423
Contact: Jake Baker
Email: jakebaker@vectortechgroup.com

WHEREAS, the parties hereto have determined to establish terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient") for purposes of entering a business relationship for supplying Information Technology services for Fruitport Community Schools.;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. "Confidential Information" means information of an Owner (i) which relates to the purpose and subject matter identified in the recital to this Agreement, including computer programs, business and technical information, marketing plans, and related data, (ii) individually identifiable health information, or (iii) which, although not related to such purpose or subject matter, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.
2. Recipient may use Confidential Information of Owner only for the purpose of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only for the purpose described in the recital to this Agreement and only to its employees and consultants who have a need to know for such purpose and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.
3. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; or (iv) is independently developed by Recipient without reference to Confidential Information.
4. In the event Recipient is required by law, regulation or court order to disclose any of Owner's Confidential Information, Recipient will notify Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the appropriate body. Recipient further agrees that if Owner is not successful in precluding the requesting legal body from reviewing the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
5. Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Owner. All such information in tangible form shall be returned to Owner promptly upon written request and shall not thereafter be retained in any form by Recipient. No licenses or rights under any patent, copyright, trade secret, trademark, or other property right are granted or are to be implied by this Agreement.

6. Each party may from time to time provide suggestions, comments, or other feedback to the other party regarding Confidential Information provided originally by the other party ("Feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not, absent a separate written agreement, create any confidentiality obligation or restriction on use on the party receiving the Feedback. Each party shall be free to use and disclose Feedback as it deems fit without restriction or obligation; provided, however, that in no event shall the recipient of Feedback disclose the source of the Feedback without the providing party's written consent. The forgoing shall not, however, affect either party's obligations hereunder regarding Confidential Information.

7. Owner shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement. Recipient assumes all risk, known or unknown, incident to its use of Confidential Information, and Owner shall have no liability of any kind to Recipient or any third party arising out of such use. RECIPIENT DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES (INCLUDING WITHOUT LIMITATION, RIGHTS UNDER PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS). RECIPIENT ACCEPTS THE CONFIDENTIAL INFORMATION IN "AS-IS" CONDITION.

8. Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the nature of this Agreement and/or the proposed business relationship.

9. Recipient shall indemnify Owner against all losses and expenses incurred by Owner, including without limitation attorney's fees, which result from the breach of any part of this Agreement by Recipient.

10. Recipient certifies that no Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

11. This Agreement shall become effective as of the date of execution by both parties. All obligations hereunder, including without limitation any and all obligations regarding the use and disclosure of Confidential Information, shall continue until such time that the parties put in writing and sign that they are ending this agreement.

12. This Agreement: (i) is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter; (ii) may not be amended or in any manner modified except in writing signed by the parties; and (iii) shall be governed and construed in accordance with the laws of the State of Michigan without regard to its conflict of law provisions. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

Master Service Agreement

This Master Service Agreement ("MSA") has been made and entered into on this February 24, 2023 the Effective Date by and between VECTOR TECH GROUP, and Fruitport Community Schools ("Customer"), for the purpose of VECTOR TECH GROUP and/or its affiliates providing Customer services as set forth in one or more Service Order(s), which shall be deemed incorporated by reference and made part of this MSA.

The following terms and conditions govern this MSA between the parties:

1. Provision of the Service. VECTOR TECH GROUP will provide Customer with services as described on the VECTOR TECH GROUP Service Order (the "Service") such as remote or on site server processing, storage services, and such other services offered by VECTOR TECH GROUP issued pursuant to this MSA. VECTOR TECH GROUP reserves the right to reject any Service Order for any reason in its sole discretion. As a material part of the consideration for entering into this MSA, each party agrees not to contest or assert any defense relating to the authority of any representative or employee of such party to enter into this MSA or any Service Order issued pursuant to this MSA.

2. Agency Authorization . This MSA authorizes VECTOR TECH GROUP to act as agent for Customer solely as necessary to provide the Service, including but not limited to, processing and storage, ordering telecommunications and other services or facilities and increasing, adding to, terminating, decreasing, removing and/or rearranging such services or facilities on Customer's behalf.

3. Term and Renewal . The term of this MSA shall commence as of the Effective Date and shall remain in effect until terminated as set forth herein, or until all Service Orders issued pursuant to this MSA have been terminated or expire. Subject to Section 7 below, the Service with respect to any Service Order shall be provided for the term specified in the Service Order ("Initial Term"). Unless one of the parties provides written notice of termination to the other party on or before ninety (90) days prior to the expiration of the Initial Term of any Service Order, the term of such Service Order shall automatically continue in full force on a month to month term and at then current provider month to month rates until a party provides written notice of termination of a Service Order in accordance with this Section 3 or otherwise terminates this MSA pursuant to the provisions of Section 7 below or until such time a new term is agreed to in writing via a Service Order. To the extent that the term of any Service Order for any Service extends beyond the term of this MSA, this MSA shall remain in full force and effect for such Service until the expiration or termination of such Service Order.

4. Billing: Upon VECTOR TECH GROUP's execution and acceptance of a Service Order, Customer will receive an invoice for a full month of the monthly recurring charge ("MRC"), non-recurring charge ("NRC"), and all applicable excise, sales, use, and other taxes, fees, surcharges, and charges applicable to the Service. The Customer's next invoice will be issued on the start of service date for the pro-rata portion of the applicable MRC, covering the period from the start of service date to the first day of the subsequent

calendar month plus all applicable taxes, fees, surcharges, and charges applicable to the Service. Thereafter, VECTOR TECH GROUP shall invoice, and Customer shall pay in advance on a monthly basis for all active Service Orders, the MRCs and all applicable excise, sales, use, or other taxes, fees, charges, and surcharges applicable to the Service. Bandwidth and physical capacity which exceed normal VECTOR TECH GROUP business standards either by a single user or company whole is subject to added fees determined by the excesses which VECTOR TECH GROUP determines is fair and reasonable. VECTOR TECH GROUP will notify the Customer 30 days prior to any additional charge so Customer can make necessary adjustments to reduce the excesses.

5. Payment. All invoices are due upon receipt. If any undisputed amount due on any invoice is not received by VECTOR TECH GROUP within thirty (30) days of the invoice date ("Payment Date"), then, in addition to any other remedies available to VECTOR TECH GROUP, VECTOR TECH GROUP may in its sole discretion: (i) impose a late payment fee in the amount of five percent (5%) of the undisputed amount due; (ii) charge interest, at the rate of the lesser of one percent (1%) per month or the maximum rate allowable under law, commencing as of the Payment Date through the date of actual receipt of payment; and/or (iii) require performance assurance ("Performance Assurance") up to an amount equal to the total of all MRCs and NRCs for the Service for six (6) months or as VECTOR TECHNOLOGIES GROUP otherwise requires, as a condition of the continued availability of the Service. Such payment of Performance Assurance will be held and applied against Customer's charges due at the expiration or termination of the applicable Service Order. VECTOR TECH GROUP also reserves the right to conduct a review of Customer's credit rating and credit history as a condition of providing or continuing to provide Service, require Customer to tender a security deposit or increase the amount of an existing deposit if VECTOR TECH GROUP believes that there has been an adverse change in Customer's financial condition, business prospects, or if Customer has been late in paying its invoices. Notwithstanding anything in this MSA to the contrary, payments due are not subject to reduction, set-off, or adjustment of any nature by Customer. If the Service is suspended by VECTOR TECH GROUP because of any non-payment by Customer, no service interruption shall be deemed to have occurred. If VECTOR TECH GROUP initiates any legal action in order to pursue collection of any amount due under this MSA or any Service Order, Customer shall be responsible for and agrees to pay for any and all attorney's fees and expenses incurred by VECTOR TECH GROUP.

6. Disputes. If Customer reasonably and in good faith disputes any portion of VECTOR TECH GROUP's invoice, Customer shall, within thirty (30) days of the invoice date, submit written notice to VECTOR TECH GROUP of such dispute, identifying in specific detail the reason for the dispute and the amount being disputed. If Customer does not deliver such written notice within thirty (30) days of the invoice date, the invoice will be deemed correct and Customer shall have waived its rights to dispute the invoice. Customer's dispute as to any portion of the invoice shall not excuse Customer's obligation to pay the undisputed portion of the invoice on time. The parties shall negotiate in good faith to resolve any disputes within thirty

(30) days following VECTOR TECH GROUP's receipt of Customer's timely written notice. Any amounts that VECTOR TECH GROUP determines to be in error shall be adjusted within ninety (90) days of such determination. Any disputed amounts that VECTOR TECH GROUP determines to be correct as billed shall be due and payable by Customer, upon notification and demand by VECTOR TECH GROUP, along with any late payment charges that VECTOR TECH GROUP may impose pursuant to Section 5 above.

7. Termination. Customer may, as a provision of the service, choose to terminate the contract with ninety (90) days' notice at any time after the first thirty-six (36) months of continuous service. VECTOR TECH GROUP agrees to provide to Customer after initial sixty (60) months of contiguous service, title to Customer Premise Equipment (CPE) provided as a provision of the service herein. Customer agrees to forfeit any rights to any equipment provided by VECTOR TECH GROUP herein upon Customer terminating this MSA or related Service Orders prior to the initial sixty (60) month period. VECTOR TECH GROUP may terminate this MSA or any Service Order, in whole or in part, or suspend the Service at any time upon: **(i)** any failure of Customer to timely pay any and all amounts due hereunder **(ii)** any breach by Customer of any provision of this MSA or any Service Order; **(iii)** any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer; or **(iv)** any governmental prohibition or required alteration of the Service provided hereunder necessitating such termination. No such termination other than pursuant to subparagraph (iv) of this Section 7 shall relieve Customer of its obligation to make payments pursuant to any Service Order including, without limitation, the obligation to make payments for charges accrued but unpaid as of the termination date. Except as otherwise provided herein, if **(i)** Customer cancels or terminates the Service under this MSA or any Service Order prior to the end of the Initial Term or any subsequent Renewal Term of any Service Order or **(ii)** VECTOR TECH GROUP terminates this MSA and/or any Service Order because of Customer's breach or failure to make timely payment of any amount past due, then Customer shall pay VECTOR TECH GROUP an early termination charge (as liquidated damages and not as a penalty) as follows: **(x)** all NRCs specified in this MSA or any Service Order, plus **(y)** all disconnection, early cancellation or termination charges reasonably incurred by VECTOR TECH GROUP in order to provide the Service to Customer, plus **(z)** all MRCs specified in the Service Order for the remaining balance of the term of any Service Order. All early termination charges shall be due and payable within ten (10) days of the effective date of termination.

In the event of termination, upon request, VECTOR TECH GROUP shall provide Customer with the Customer's data, if data was being stored as part of the Service, such as Cloud Services, in a format universally accepted for backup of data within 30 days of the request. VECTOR TECH GROUP has the right to reasonably charge Customer for the backup and demand payment before turning over the data to Customer. VECTOR TECH GROUP reserves the right to delete Customer's data 180 days after termination of Services with Customer.

8. Interruption of Service. In the event of interruption in the Service, unacceptable packet loss, or inability to receive network availability at the bandwidth stated in the Service Order ("Outage"), Customer shall be entitled to a credit in an amount equivalent to the proportionate MRC for the period during which such Outage occurs; provided, however, that such credit allowance shall be measured only for unacceptable packet losses after VECTOR TECH GROUP's receipt of written notice thereof from Customer. An Outage will be deemed to have occurred only if the Service becomes unusable to Customer as a result of the inability of VECTOR TECH GROUP's facilities, equipment or personnel to provide the Service, and only when the Outage is not the result of: (i) negligence of Customer; (ii) the failure of interconnecting facilities or other equipment not part of VECTOR TECH GROUP Service or facilities or within VECTOR TECH GROUP's reasonable control; (iii) any planned interruption or routine maintenance; or (iv) other circumstances beyond the reasonable control of VECTOR TECH GROUP. VECTOR TECH GROUP shall use commercially reasonable efforts to perform routine maintenance at mutually agreeable times.

The Service is offered twenty-four (24) hours per day, seven (7) days per week. For purposes of Outage credit computation every month shall be considered to have 720 hours. No credit shall be allowed for an Outage of less than thirty (30) minutes.

9. Excusable Delay or Failure: Neither party will be in default or otherwise liable for any Outage, delay, or failure of its performance under this MSA or any Service Order to the extent such Outage, delay, or failure arises by reason of act of God, the elements, adverse weather conditions, fire, flood, riots, strikes, accident, war, governmental requirement or any action of government in its sovereign capacity, act of civil or military authority, supplier action or inaction, inability to secure materials, labor or transportation, or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control and without the fault or negligence of the affected party. Any such delay or failure shall suspend the MSA or any Service Order until the delay or failure ceases, and, if practical, the period of the MSA or Service Order shall be deemed extended accordingly. If any failure of performance by VECTOR TECH GROUP is for more than thirty (30) days, then Customer may terminate without liability (other than charges accrued but unpaid up to the termination date that are applicable to the terminated Service Order(s)) only that portion of any Service Order(s) related to the Service(s) so affected, upon ten (10) calendar days prior written notice to VECTOR TECH GROUP following the failure of performance.

10. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES: EXCEPT AS OTHERWISE SET FORTH IN THIS MSA, VECTOR TECH GROUP MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AGREEMENTS, EXPRESS OR IMPLIED, TO CUSTOMER OR ANY THIRD PARTY WITH

RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. VECTOR TECH SHALL NOT BE LIABLE FOR ACTIONS AGAINST OR BY CUSTOMER SUCH AS RANSOMWARE, STOLEN DATA, OR LOST DATA. VECTOR TECH GROUP SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE AND MAINTAIN THE SERVICE TO CUSTOMER AS SPECIFIED HEREIN. IN NO EVENT SHALL VECTOR TECH GROUP BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT OR ANY OTHER BUSINESS LOSS INCLUDING GOODWILL, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE PERFORMANCE, EQUIPMENT OR SERVICES, DOWNTIME COSTS AND CLAIMS OF CUSTOMER FOR DAMAGES, UNLESS DAMAGES ARE CAUSED BY WILLFUL MISCONDUCT, NEGLIGENT ACT OR OMISSION, OR OTHER WRONGFUL ACT ARISING FROM OR RELATED TO THIS MSA. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION AND CLAIMS OF ANY KIND ARISING OUT OF OR RELATED TO THIS MSA OR ANY SERVICE ORDER INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, MISPRESENTATION, OR ANY OTHER TORT. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE REASONABLENESS OF THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY. FOR PURPOSES OF THIS SECTION 10, ALL REFERENCES TO VECTOR TECH GROUP SHALL INCLUDE ITS RESPECTIVE AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES.

11. Customer's Responsibilities : Customer acknowledges and agrees that: (i) VECTOR TECH GROUP Customer shall comply with all terms and conditions of this MSA and all Service Orders including, without limitation, its payment obligations to VECTOR TECH GROUP. Customer shall protect, defend, and indemnify, and hold harmless VECTOR TECH GROUP, its officers, directors, employees, contractors, and agents, from and against any and all liabilities, claims, losses, damages, expenses (including reasonable attorney's fees and costs), judgments, and causes of action arising from or related to any claim made by any of Customer's customers related to Customer's willful misconduct, negligent act, omission, or other wrongful act.

12. Equipment and Location: Subject to Section 7 Termination, Customer will not allow or cause any service, facility, or equipment of VECTOR TECH GROUP to be rearranged, moved, modified, repaired or relocated without VECTOR TECH GROUP's written consent. Customer will not create or allow any liens or other encumbrances to be placed on any such facilities or equipment of VECTOR TECH GROUP. If Customer relocates or changes the place of the Service provided under any Service Order, Customer will pay all additional installation and related charges associated with such relocation. All VECTOR TECH GROUP equipment shall remain the exclusive property of VECTOR TECH GROUP and be immediately returned to VECTOR TECH GROUP upon termination of this MSA.

13. Customer Acknowledgement : Customer acknowledges and agrees that a Service may be comprised of

multiple circuits from multiple carriers and VECTOR TECH GROUP will arrange to provide local access and other services or facilities on Customer's behalf. If the estimated availability date of a Service, or a portion thereof, is delayed and this delay renders the entire Service inoperable and/or unavailable, VECTOR TECH GROUP shall not be liable to Customer for any damages that may result from such delay. Additionally, Customer shall either accept for billing or cancel and re-order the portion(s) of the Service that are ready for activation if activation has been delayed due to (i) the postponement or delay of a connecting circuit being provided by VECTOR TECH GROUP's underlying carrier, or (ii) any delays caused by Customer or any services and/or facilities, including, without limitation, local access facilities provided by Customer or its third party supplier other than VECTOR TECH GROUP to extend the Service provided by VECTOR TECH GROUP from VECTOR TECH GROUP's point of demarcation point to any other location (hereinafter "Interconnection Facilities") ordered through a party other than VECTOR TECH GROUP. A cancellation and re-order of a circuit shall be subject to Paragraph 14 of this MSA.

14. Cancellation or Disconnection of Service: If Customer cancels in whole or in part a Service Order on or after the fourth day following Customer's submission of a Service Order but before the start of service date for such Service, Customer shall pay a charge equal to: (a) one month's MRC for the Service ordered; plus (b) VECTOR TECH GROUP's internal costs incurred in attempting to fulfill Customer's Service Order; plus (c) the aggregate fees, charges, expenses, taxes and liquidated damages payable to any third party suppliers for which VECTOR TECH GROUP is or becomes contractually liable arising out of or in connection with Customer's submission and/or cancellation of a Service Order. If Customer requests VECTOR TECH GROUP to disconnect a Service, and Customer later cancels its request for disconnection, VECTOR TECH GROUP will use commercially reasonable efforts to ensure that the Service is not disconnected but shall not guarantee against disconnection. VECTOR TECH GROUP will not grant any Outage credits for Outages related to the cancelled request for disconnection, nor will VECTOR TECH GROUP be liable to Customer for any damages resulting from an Outage related to a cancelled request for disconnection.

15. Disputes Resolution. Any and all disputes, controversies, or claims arising out of or in connection with or relating to this MSA, or any breach or alleged breach thereof, and any claim that VECTOR TECH GROUP violated any state or federal statutes, common-law doctrine, or committed any tort with respect to Customer shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than 180 days after the claim arose. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own

experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

16. General:

A. Assignment: Upon written notice, either party may assign this MSA to any subsidiary, parent or affiliated company, or pursuant to any reorganization or merger of its business, or pursuant to any sale or transfer of all or substantially all of its assets. No other assignment by either party will be permitted without the prior written consent of the other party, which consent will not be unreasonably withheld or denied. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assignees of each party.

B. Governing Law: This MSA and all Service Orders are deemed to be made in the State of Michigan and will be governed by the laws of the State of Michigan, without regard to choice of law provisions, except and to the extent that the Communications Act of 1934, as amended and interpreted by the Federal Communications Commission, applies to this MSA and/or any Service Order.

C. Severability: Each provision of this MSA is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

D. Waiver: Failure of either party to enforce any of the provisions of or its rights under this MSA, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment of any rights.

E. Confidentiality: Neither party shall disclose to any third party during the term of this MSA and for one (1) year following the expiration or termination of this MSA, any of the terms of this MSA or any Service Order, including any rate information, unless such disclosure is required by any state or federal governmental agency, is otherwise required by law, or is necessary in any proceeding establishing or applying rights or obligations under this MSA. Any information or documentation disclosed between the parties shall be subject to the terms and conditions of the non-disclosure agreement ("NDA") executed by both parties. Notwithstanding the requirements and obligations of this Section and the NDA, VECTOR TECH GROUP, in its sole discretion, shall have the right to issue a press release and/or publicly disclose that it has entered into an agreement to provide telecommunications services to Customer. Customer shall have the right to review and approve any such press release, which approval shall not be unreasonably delayed or denied.

F. Third Party Beneficiaries: The representations, covenants, obligations, rights, and agreements of the parties set forth in this MSA are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a party to this MSA including, without limitation,

Customer's end user and/or carrier customers. Under this MSA, VECTOR TECH GROUP shall have no relationship with the end user and/or carrier customers to which Customer may provide service. Customer further acknowledges and agrees that no fiduciary relationship arises under this MSA or any Service Order.

G. Headings: The headings used in this MSA are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this MSA.

H. Notices: Any notice given or made pursuant to this MSA or any Service Order will be effective if in writing and delivered by reputable overnight courier or by certified mail, return receipt requested, and delivered at the address provided below, or such other address as may be furnished by either party to the other.

If to VECTOR TECH GROUP

Attn:
Bill Loiacano, CEO
VECTOR TECH GROUP
9364 W. Freeland Road
Freeland, Michigan, 48623
Office: 989-695-9661
Fax: 989-695-6113
www.vectortechgroup.com

If to Fruitport Community Schools:

Attn:
Kyle Nielsen
3255 E. Pontaluna Rd
Fruitport, MI 49415
Phone: (231) 865-4000
Web: www.fruitportschools.net

I. Entire Agreement: This MSA, together with all Service Orders attached hereto or that are subsequently incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes any and all prior offers, communications, representations, understandings, and agreements, whether verbal or written, made between the parties. VECTOR TECH GROUP shall not be bound by any provision in any purchase order, confirmation, correspondence or other communication from Customer which is at variance with, in addition to, seeks to define or clarify, and/or conflicts with any provision of this MSA or any Service Order, unless such variance, addition, definition/clarification, or conflict is specifically identified in a written agreement signed by Customer and VECTOR TECH GROUP which expressly references the appropriate provision of this MSA or a Service Order. The order of precedence in interpretation shall be (i) any Service Order and then (ii) this MSA. This MSA or any Service Order may be modified only in writing signed by both parties.

K. Counterparts: This Agreement and any Service Order may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

L. Acceptance: This MSA shall be deemed accepted only when executed in writing by an authorized officer of VECTOR TECH GROUP.



Personnel Committee
Monday, April 10, 2023
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. and Dave Hazekamp, Steve Kelly, JB Meeuwenberg, and Jason Kennedy were present.

1. April 2023 Personnel Report

The Committee reviewed the Personnel Report for April 2023. This report included each of the recommendations for new hire, resignations, retirement notices, and positions that are still posted and vacant in the District.

2. Letters of Agreement

- a. Fruitport Clerical Association
- b. Fruitport Maintenance Association
- c. Fruitport Administrators Association

The Committee reviewed Letter of Agreements with each of the Associations listed above, and discussed the impact to the budget with each agreement. Copies of the agreements were provided to the Committee, and will be included in the Board packet for approval on Monday, April 11, 2023.

3. Performing Arts Center - Director's Position

The Committee discussed the need to post for a director's position to manage and oversee the Performing Arts Center. This would be a part-time position. With increased usage, it

is important to have someone in place to not only help manage the PAC, but also to ensure that the investment made by the community is taken care of and protected.

4. Other:

- a. The Committee reviewed items from the other Board Committee meetings that will be discussed at the Regular Board Meeting on Monday, April 17, 2023.

5. Public Comment: None

6. Adjournment: The meeting was adjourned at 5:29 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachment #: XII-2

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

Letters of Agreement

- Fruitport Clerical Association: Compensation
- Fruitport Maintenance Association: Compensation
- Fruitport Administrator's Association: Compensation
- Fruitport Bus Drivers/Food Service Association: Compensation
- Fruitport Instructional Assistants Association: Compensation

Background Information:

The District and Association have negotiated a Letter of Agreement (LOA) to address compensation for those covered by the Association contracts listed above. Each LOA will assist the District in maintaining a competitive starting salary, while improving compensation for positions covered by the agreements listed above.

Financial Impact:

Clerical: \$5,793 in FY23 and \$16,094 in FY24

Maintenance: \$9,973 in FY24

Affiliated Administrators: \$13,028 in FY23 and \$35,452 in FY24

Transportation and Food Service: FS fund - \$4,014 in FY23 and \$11,314 in FY24; Transportation (General Fund) - \$5,859 in FY23 and \$16,276 in FY24

Instructional Assistants: \$10,489 in FY23 and \$29,244 in FY24

Recommended Action:

To approve the Letter of Agreements between the Board of Education and each of the Associations listed above, as discussed and presented.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin

___ Hazekamp ___ Kelly ___ Meeuwenberg

LETTER OF AGREEMENT
FRUITPORT CLERICAL ASSOCIATION,
and the
FRUITPORT COMMUNITY SCHOOLS

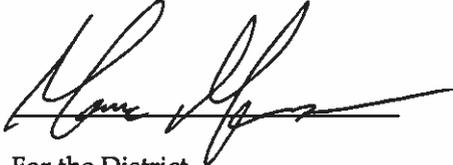
RE: Article 12 Section B: Wages

The above-named parties hereby agree to the following:

1. Amending the salary schedule to the following: (effective March 1, 2023)

Step	FY 2021	FY 2022	FY 2023- Old	FY 2023- NEW	FY 2024	FY 2024
1	\$ 16.20					
2	\$ 18.09	\$ 18.09	\$ 18.45	\$ 18.95	\$ 18.82	\$ 19.32
3	\$ 18.70	\$ 18.70	\$ 19.07	\$ 19.57	\$ 19.46	\$ 19.96
4	\$ 19.44	\$ 19.44	\$ 19.83	\$ 20.33	\$ 20.23	\$ 20.73
5	\$ 20.22	\$ 20.22	\$ 20.62	\$ 21.12	\$ 21.04	\$ 21.54
6		\$ 21.10	\$ 21.52	\$ 22.02	\$ 21.95	\$ 22.45

2. All other sections of the Fruitport Clerical Association's contract are unchanged.



For the District

Dated: 3/27/23



For the Association

Dated: 3-27-23

LETTER OF AGREEMENT
FRUITPORT MAINTENANCE ASSOCIATION,
and the
FRUITPORT COMMUNITY SCHOOLS

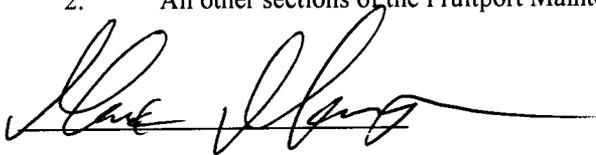
RE: Article 21 Section a: Wages

The above-named parties hereby agree to the following:

1. Amending the salary schedule to the following:

Step	2020-21	2021-22	2022-23	2023-24	2023-24
1	\$ 15.32	\$ 17.81	\$ 19.06	\$ 19.06	\$ 19.56
2	\$ 16.56	\$ 19.06	\$ 20.10	\$ 20.10	\$ 20.60
3	\$ 17.81	\$ 20.10	\$ 21.72	\$ 21.72	\$ 22.22
4	\$ 19.06	\$ 21.72	\$ 23.48	\$ 23.48	\$ 23.98
5	\$ 20.10	\$ 23.48	\$ 25.25	\$ 25.25	\$ 25.75
6	\$ 21.72	\$ 25.25	\$ 26.50	\$ 26.50	\$ 27.00
7	\$ 23.48				

2. All other sections of the Fruitport Maintenance Association's contract are unchanged.



For the District

Dated: 3-27-23



For the Association

Dated: 3-27-23

**LETTER OF AGREEMENT
FRUITPORT ADMINISTRATOR'S ASSOCIATION,**

and the

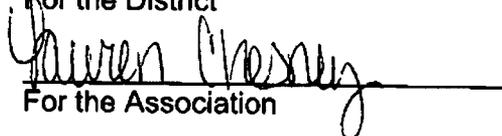
FRUITPORT COMMUNITY SCHOOLS

RE: Salary Schedule Changes

1. Effective March 1, 2023, the following changes will be made:
 - a. 2022-23 base salary will be \$75,829. The change to the base does not impact the one-time payment in Article 11.
 - b. 2023-24 base salary will be \$77,706.
 - c. The experience factor shall be calculated at .7% (.007)
2. The changes in section 1 will pro-rated based on the number of days left within the employee's contract.
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


For the Association

Dated: 4/10/23

Dated: 4/10/23

LETTER OF AGREEMENT

FRUITPORT BUS DRIVERS/FOOD SERVICE ASSOCIATION,
and the
FRUITPORT COMMUNITY SCHOOLS

RE: Article 13 Sections A and B: Salary Schedule

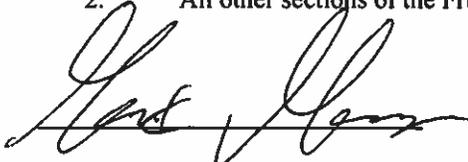
The above-named parties hereby agree to the following:

- Amending the salary schedule to the following: (effective March 1, 2023)

Classification	FY 2021	FY 2022	FY 2023	FY 2023 NEW	FY 2024	FY 2024
Basic hourly rate (regular runs, vocational runs, merger shuttle, etc.)	\$ 16.97	\$ 19.50	\$ 20.50	\$ 20.92	\$ 22.00	\$ 22.42
Field Trips and waiting time on field trips, shuttles, trip meetings, map time, training, meetings, etc.	\$ 15.00	\$ 17.00	\$ 18.00	\$ 18.42	\$ 19.00	\$ 19.42

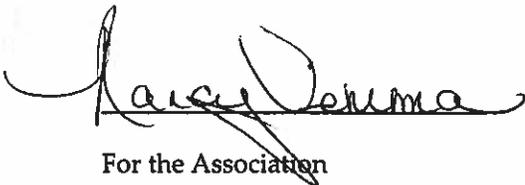
Steps	FY 2021	FY 2022*	FY 2023**	FY 23 NEW	FY 2024	FY 2024
1	\$ 11.69	\$ 13.46	\$ 14.80	\$ 15.18	\$ 16.50	\$ 16.88
2	\$ 12.19	\$ 14.05	\$ 15.80	\$ 16.18		
3	\$ 12.83	\$ 15.06				
4	\$ 13.79					
Head Cook or Sub Head Cook Elementary	\$ 15.15	\$ 16.61	\$ 17.35	\$ 17.73	\$ 18.50	\$ 18.88
Head Cook or Sub Head Cook Secondary	\$ 15.35					

- All other sections of the Fruitport Bus Drivers/Food Service Association's contract are unchanged.



For the District

Dated: 4/12/23



For the Association

Dated: 04/12/2023

LETTER OF AGREEMENT
FRUITPORT INSTRUCTIONAL ASSISTANTS ASSOCIATION,
and the
FRUITPORT COMMUNITY SCHOOLS

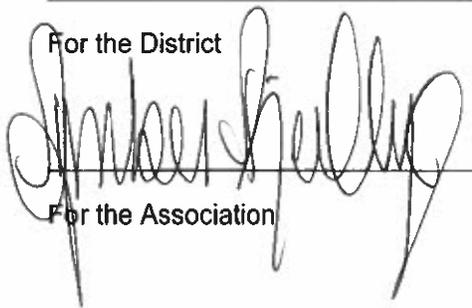
RE: Article 11 Section D: Salary Schedule

The above-named parties hereby agree to the following:

1. Amending the salary schedule to the following: (effective March 1, 2023)

Step	2021	Beg. 3/14/22	2023	Beg. 3/1/23	2024	2024
1	12.20	13.11	13.50	13.84	14.00	14.34
2	13.11	14.09	14.09	14.43	14.60	14.94
3	14.09	15.27	15.27	15.61	15.27	15.61
4	15.27	15.75	15.88	16.22	16.03	16.37

2. All other sections of the Fruitport Instructional Assistants Association's contract are unchanged.

For the District

For the Association

Dated: _____

Dated: 4/13/23



Student Affairs Committee
Monday, April 10, 2023
5:30 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 5:30 p.m. with Tim Burgess, Susan Franklin, Dave Hazekamp, and Jason Kennedy present.

1. Thrun Law Policy Update

The Committee reviewed a policy update from Thrun Law Firm. The update includes revisions made to Policy 3116 - District Technology and Acceptable Use, regarding the use of electronic devices by students and staff during state assessments. A second reading and recommendation for approval will take place at the Board meeting on April 17, 2023.

2. Other

- a. The Committee reviewed items from the other Board Committee meetings that will be discussed at the Regular Board Meeting on Monday, April 17, 2023.

3. Public Comment: None

4. Adjournment: The meeting was adjourned at 5:37 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

BOARD ACTION REQUEST FORM

Meeting Date: April 17, 2023

To: Board of Education

Attachments # XIII-2

From: Jason Kennedy

Subject to be Discussed and Policy Reference:

- Thrun Law Firm – Policy Update: Second Reading (Policy 3116 – District Technology and Acceptable Use)

Background Information:

The February 2023 Thrun Law Firm Policy Update includes revisions made to Policy 3116 - District Technology and Acceptable Use, regarding the use of electronic devices by students and staff during state assessments. A second reading and recommendation for approval is being held at the Board meeting on April 17, 2023.

Financial Impact:

None

Recommended Action:

To approve the second reading of Policy 3116 – District Technology and Acceptable Use, as presented and discussed.

Action Taken:

Vote: ___ Buckner ___ Burgess ___ Cole ___ Franklin ___ Hazekamp
 ___ Kelly ___ Meeuwenberg

Series 3000: Operations, Finance, and Property

3100 General Operations

3116 *District Technology and Acceptable Use*

The Board will provide students, staff, volunteers, and other authorized users access to the District's technology resources, including its computers and network resources, in a manner that encourages responsible use. Any use of District technology resources that violates federal or state law is expressly prohibited.

A. Children's Internet Protection Act

The Board complies with the Children's Internet Protection Act ("CIPA") and directs its administration to:

1. Monitor minors' online activities and use technology protection measures on the District's computers with internet access to block minors' access to visual depictions that are obscene, constitute child pornography, or are harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - a. taken as a whole and as to minors, appeals to a prurient interest in nudity, sex, or excretion;
 - b. depicts, describes, or represents, in a patently offensive way as to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - c. taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
2. Use technology protection measures on the District's computers with internet access to block all access to visual depictions that are obscene or that constitute child pornography. The technology protection measures may be disabled by authorized personnel during adult use to enable access to bona fide research or for other lawful purposes. The Superintendent or designee will determine which District personnel are authorized to disable the protection measures.
3. Educate minors about appropriate online behavior, including interacting with other people on social networking websites and chat rooms, as well as cyberbullying awareness and response.
4. Prohibit access by minors to inappropriate matter on the internet.
5. Prohibit unauthorized access, including hacking and other unlawful online activity by minors.

6. Prohibit the unauthorized disclosure, use, and dissemination of personal identification information about minors.
7. Restrict minors' access to materials that are inappropriate for minors. The Board defines materials that are "inappropriate for minors" to include ~~the following is suggested language but the Board has discretion to define "inappropriate for minors":~~ obscene depictions, child pornography, and any other material harmful to minors].
8. Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee will take steps necessary to implement this Policy and to otherwise comply with CIPA.

B. Acceptable Use Agreement

The Superintendent or designee will develop, review, and revise as necessary an acceptable use agreement that must be signed before a user is provided access to the District's technology resources. Different acceptable use agreements may be developed based on the user's status. At a minimum, the Superintendent or designee will develop an acceptable use agreement to be signed by each of the following groups:

- adult users, including employees, volunteers, and Board members;
- students in grades 7 and above and their parent/guardian; and
- students in grades 6 and below and their parent/guardian.

The acceptable use agreement must be consistent with this Policy and must include, at a minimum, all of the following:

1. A statement that:
 - a. use of District technology resources is a privilege that may be revoked at any time;
 - b. a user has no expectation of privacy when using District technology resources;
 - c. District technology resources use may be monitored by the District and that the use may be subject to FOIA or disclosure in litigation;
 - d. District technology resources may not be used to bully, harass, or intimidate others;
 - e. misuse of District technology resources may result in loss of access to the resources and potential disciplinary action; and

- f. the District does not guarantee that the District's technology resources will be error free or uninterrupted.
2. Provisions to protect the integrity of District technology resources, including a requirement that each user only access the resources by using that user's assigned user name and password.
3. A list of what constitutes misuse of District technology resources.
4. A prohibition against:
 - a. accessing other user accounts or files without authorization;
 - b. conducting personal business or activities;
 - c. accessing pornography;
 - d. communicating inappropriately with students;
 - e. accessing or downloading confidential student information which the employee has no legitimate educational need to know; and
 - f. accessing or downloading unauthorized software or programs.
5. A requirement that users report any material that is threatening, harassing, or bullying.
6. A release of all claims and liability against the District for use of District technology resources.

C. District Personnel Use

District personnel must comply with Policies 4215 and 4216.

D. State Assessments

During the administration of state assessments (e.g., WIDA, M-STEP, etc.), unless otherwise permitted by this subsection, students and District personnel, including those individuals acting as test administrators, are prohibited from possessing, using, wearing, or otherwise accessing any electronic devices not being actively used for testing purposes when in an active testing session or while on a break when in an active testing session. Pictures, videos, or other communications regarding test content are prohibited during all testing and breaks.

For the purposes of this subsection, an "electronic device" includes any electronic device that can be used to record, transmit, or receive information not used for testing, including but not limited to computers, tablets, iPads, e-readers, smart watches (including Fitbits), smartphones and cell phones, Bluetooth headphones or smart earbuds, or smart glasses.

The Superintendent and building principals are authorized to develop additional building-level rules related to state assessments so long as those rules are not in conflict with this subsection.

1. Students

- a. Students shall leave all electronic devices outside of the testing room [~~Optional: or shall power off all electronic devices and surrender them to the test administrator for collection prior to beginning the testing session~~].
- b. If an additional electronic device is medically necessary for a testing student, the device must be left with the test administrator, unless the student is required to possess the device, in which case the test must be administered to the student by a test administrator in a one-on-one setting and the student must be actively monitored at all times while testing.
- c. During the testing sessions or breaks, students may not access any additional websites or applications on a device used for testing.

2. Test Administrators

- a. Test administrators or other District personnel monitoring or troubleshooting the administration of state assessments must:
 - i. Ensure that all background applications and alternative websites are disabled on testing devices.
 - ii. Actively monitor students in the testing room and verify that students do not have access to additional electronic devices before, during, and after testing, including breaks.
 - iii. Refrain from disturbing the testing environment, including through texting, speaking, or using electronic devices for non-testing purposes (e.g., to complete other work). Test administrators must silence all electronic devices. [Option 1: Test administrators are prohibited from wearing or accessing a wearable electronic device (e.g., smart watch or Fitbit). Option 2: Test administrators may wear a wearable electronic device (e.g., smart watch or Fitbit), but must ensure that the device is in airplane mode during test administration.]
- b. Test administrators may use electronic devices to alert other personnel of issues or emergencies requiring assistance. Such other personnel may use their electronic devices for troubleshooting purposes, but should exit the testing room when engaging in those communications.

3. Penalties

The failure to comply with this subsection may result, as applicable, in employee or student disciplinary action and such consequences as deemed necessary or appropriate by the Michigan Department of Education (e.g.,

invalidation of an individual student's test, or misadministration of the entire testing session and invalidation of all the students' tests).

E. Public Access to Technology

1. Pursuant to the Michigan Library Privacy Act, each school library offering public access to the internet or a computer, computer program, computer network, or computer system (a "Qualifying School Library") will limit minors to only use or view those terminals that do not receive material that is obscene, sexually explicit, or harmful to minors. Persons age 18 or older, or a minor accompanied by the minor's parent/guardian, may access a school library terminal that is not restricted from receiving such material, if any.
2. Only when a Qualifying School Library offers public access as described in subsection D.1., the District must designate at least 1 terminal that is not restricted from receiving such material and at least 1 terminal that is restricted from receiving such material. Library staff must take steps to ensure that minors not accompanied by a parent or guardian do not access the unrestricted terminal. The Superintendent or designee will determine which employees will implement subsection D in each Qualifying School Library.
3. As used in this Policy, "terminal" means a device used to access the internet or a computer, computer program, computer network, or computer system.

Legal authority: 47 USC 254; MCL 397.602, 397.606

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