



## ADRIAN PUBLIC SCHOOLS

*Tradition of Opportunities*  
Future of Possibilities

### **Agenda**

Regular Meeting  
Monday, March 11, 2024  
AHS, 6:00 p.m.

#### **A. Call to Order**

1. Pledge of Allegiance
2. Approval of Agenda
3. Mission Statement
4. Good News Reports
  - a. Lora Wallich-MiSTEM Region Lifetime Achievement Award
  - b. Outstanding Citizens
5. Communications
  - a. Retirement of Kathleen Cremeans, Teacher
  - b. Retirement of Maria Arellano, Teacher
  - c. Retirement of Barb Schenck, Teacher
  - d. Retirement of Sarah Schuler, Teacher
  - e. Resignation of Jennifer Marlatt, Teacher
  - f. Resignation of Chelsea Flores, Paraprofessional
  - g. Resignation of Estaban Moreno, Paraprofessional

#### **B. Recommended Action**

1. Consent Agenda
  - a. Approval of February 26, 2024, Regular Minutes
  - b. Treasurer's Report ending February 29, 2024
  - c. New Hires
    1. Andrew Jackson, High School Media Paraprofessional
2. Business Requiring Board Action
  - a. Approval of the Head Start grant application
  - b. Approval of the Head Start Early Childhood Program's Self-Assessment Report for 2022-23
  - c. Approval of the Head Start Early Childhood Program's Self-Assessment Plan for 2023-24
  - d. Approval of the Head Start cost allocation plan
  - e. Approval of the 2023-24 Budget amendments
  - f. Approval of employee termination
  - g. Approval of employee leave of absence- Stefanie Mullinex
  - h. Approval of the Renaming of the Baseball Stadium
  - i. Acceptance of Donations

3. Business Requiring Future Board Action

- a. First reading for shared services
- b. First reading to nominate a representative to the LISD annual budget meeting review on April 18, 2023.
- c. First reading of virtual servers

**C. Reports from Superintendent and Staff**

- a. Lesson Plan Update
- b. PTLW annual report

**D. Future Meetings and Business**

1. Board Committee Reports- Finance
2. Board Member Comments
3. Meeting Dates and Upcoming Events

March 12, 2024, AHS Jazz Festival

March 15, 2024, Junie B. Jones the Musical, presented by Alexander Drama Club

March 19, 2024, Kindergarten Roundup and Arts & Athletics Expo

March 25-29, 2024, Spring Break

April 8, 2024, BOE Meeting, AHS

April 18, 2024, The Addams Family, HS Musical

**E. Public Comment** ('Request to Participate Form' must be filled out and given to Angie Schaffer before Section D (Future Meetings and Business) on the agenda

**F. Closed Session**

**G. Adjournment**

**In partnership with families and our community, Adrian Public Schools provides a quality education, challenging students to excel academically and inspiring them to become contributing citizens within our diverse, ever-changing society.**

# EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The retirement of Kathleen Cremeans.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Kathy has submitted her retirement from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge the retirement of Kathleen Cremeans effective May 31, 2024.

January 16, 2024

To Whom It May Concern:

Please accept this letter as my notification that I will be retiring from Adrian Public Schools effective May 31, 2024. I would like to take advantage of all benefits due to me.

Sincerely,

Kathleen J Creameans

# EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The retirement of Maria Arellano.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Maria has submitted her retirement from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge the retirement of Maria Arellano effective May 31, 2024.

Date: 1/26/24

RE: Retirement effective 5/31/24

To Whom It May Concern:

This is to certify that I plan to retire from my employment with Adrian Public Schools effective May 31, 2024.

It is a pleasure working with so many people (educators, Principals and others) during my 45+ career. Yes, I have been around for a while..I started my career with APS as a Bilingual Instructional assistant, January 1977. Later went to work with the Intermediate school District and then back with APS. Although I have not been with APS for the entire time, I feel that this has been my home! I will miss the daily interactions with my students and Peers.

"Often when you think you're at the end of something, you're at the beginning of something else." –Fred Rogers.

Thank you everyone for your support over the years.

Maria G. Arellano

A handwritten signature in black ink that reads "Maria G. Arellano". The signature is written in a cursive style with a large, flowing initial "M".

# EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The retirement of Barba Schenck.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Barb has submitted her retirement from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge the retirement of Barb Schenck effective May 31, 2024.

March 6, 2024

Dear Mr. Parker and APS Board,

I am submitting my Letter of Retirement, effective after May 31, 2024, to the Adrian Public Schools. I entered as a long-term substitute for middle school choir and after about two weeks I knew I wanted to stay forever. That turned into 24 years for me and I have loved nearly every moment. Directing choirs, creating an all-male choir, directing District/State honored festival choirs, directing musicals, writing grants for choral uniforms/instruments and focusing on building student achievement has been a great joy in my life.

I am not walking away from education, simply changing my focus to encourage young teachers to stay in education and oversee student teachers. My hope for the music in APS is to focus on a cohesive program K-12 by strengthening the music teachers. This in turn will promote greater teaching in the classroom.

I believe Adrian can become the leading school district in our area under the leadership of Nate Parker. I hope the APS board will always strive to keep music, the heartbeat of life, in the forefront of our education system.

Musically yours,

Barbara Schenck

# EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The retirement of Sarah Schuler.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Sarah has submitted her retirement from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Sarah Schuler's retirement, effective May 31, 2024.

Dear APS School Board,

After 25 years of teaching (19 of those in Adrian Public Schools), I have decided that this school year will be my last with my last day being May 31. As a graduate of Adrian Public Schools (Class of 1994), it has been a pleasure to spend a majority of my career here. When I got the call in the summer of 2005 that there was a math opening at Springbrook, I decided I would apply and come home to where I grew up. My mom was the principal at Lincoln but the 2004 - 2005 school year was her last as she had announced her retirement. So I came in and kept the family tradition alive as my mom and dad both worked at APS starting with my dad in the fall of 1972. It has been a pleasure to work at both Springbrook Middle School and Adrian High School as a math teacher and I have formed some great relationships throughout the years while teaching and coaching.

Thank you,  
Sarah (June) Schuler

# EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The resignation of Jennifer Marlatt.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Jennifer has submitted her resignation from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge the resignation of Jennifer Marlatt effective June 30, 2024.

February 26, 2024

To Whom It May Concern:

Please accept this letter as my notification that I will be resigning from Adrian Public Schools effective June 30, 2024. I would like to take advantage of all benefits due to me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer L. Marlatt', with a stylized, cursive script.

Jennifer L. Marlatt

# EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The resignation of Chelsea Flores.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Chelsea has submitted her resignation from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge the resignation of Chelsea Flores effective March 15, 2024.

## Letter of Resignation

Chelsea Flores  
2404 W. Clearview Dr  
Adrian MI 49221

March 4th, 2024

Adrian Public Schools  
785 Riverside Dr  
Adrian MI 49221

To Whom It May Concern,

Please accept this as formal notice of my resignation from the position of Paraprofessional at Adrian Public Schools, effective two (2) weeks from today, making my last day of employment March 15, 2024.

After careful consideration, I have decided to resign. Working for Adrian Public Schools has been a great experience that has afforded me many valuable opportunities to learn and grow, and I am very grateful to have been part of this organization as a paraprofessional. I feel it is time for me to grow into a different job within the school realm.

I will do all in my power to minimize any inconvenience caused to anyone at Adrian Public Schools by my resignation. I will put forth every effort to facilitate a smooth transition, during my remaining two weeks I look forward to having a continued professional relationship with Adrian Public Schools and hope this helps us have continued growth and success in the future.

Sincerely,

Chelsea Flores

# EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The resignation of Esteban Moreno.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Esteban has submitted his resignation from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge the resignation of Esteban effective March 6, 2024.

MINUTES OF THE REGULAR MEETING OF THE ADRIAN BOARD OF EDUCATION, FEBRUARY 26, 2024, PRAIRIE ELEMENTARY

**MEETING CALLED TO ORDER**

President Ferguson called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was recited.

**PLEDGE RECITED**

PRESENT: Trustees: Ballard, Baucher, Buku, Marks, Solis-Gautz, and President Ferguson

ABSENT: Henagan

Moved by Ballard, supported by Buku, that the Adrian Board of Education approve the agenda.

**AGENDA APPROVED**

Motion carried.

Trustee Ballard recited the District's mission statement as a reminder of its purpose and direction.

**MISSION STATEMENT**

Superintendent Parker recognized Elliana Dunning from Prairie as the Outstanding Citizen winner for February.

**GOOD NEWS REPORT**

Prairie staff and students invited the board members to a Mindful Monday activity. This included Yoga stretches and breathing exercises. The board watched a short video of the entire school participating in one of these activities. Staff members shared three Points of Pride about Prairie. They included PBIS, Library, and Agriculture. PBIS at Prairie includes Best Day Ever Club, PRIDE Bucks, School Store, PBIS Assemblies, and Student of the Month Fields Trips. Ms. Kardiff explained that the library is more than just checking out books. It offers rotating thematic displays, print-rich environments, shelving with Dewey numbers to help students become independent library users, weekly read-aloud and experiential learning activities, manipulatives, and ongoing collections and curriculum support. Mr. Hall shared learning opportunities in agriculture through gardening and chickens.

**COMMUNICATIONS**

Moved by Ballard, supported by Buku, that the Adrian Board of Education approve the consent agenda.

**CONSENT AGENDA**

The consent agenda included the following items:

- a. Approval of February 12, 2024, Regular Minutes
- b. Approval of February 12, 2024, Closed Session (hand out)
- c. New Hires-
  - i. Jennica Busch, Paraprofessional
  - ii. Jessica Gueda, Head Start

Motion carried.

Moved by Trustee Baucher, supported by Trustee Buku, that the Adrian Board of Education cast their vote for Dale Wingerd for the MASB Region 7 Board of Directors.

**MASB**

Motion carried.

Moved by Marks, supported by Baucher, that the Adrian Board of Education accept donations from the Maple Fans Club and Stacy and Nate Parker.

**DONATIONS**

Motion carried.

The board listened as Mary Bruggenwirth reviewed the Head Start grant application. Mary informed the board that Adrian is in the fourth year of the five-year grant cycle. Head Start can enroll 185 children. This would have class sizes between 16-18 children in each class. The Early Head Start program can enroll 64 children. This would have an enrollment of 8 students in each class.

**HEAD START GRANT APPLICATION**

Ms. Bruggenwirth also talked with the board regarding the Head Start Early Childhood Program's Self-Assessment report for the 2022-23 year. The self-assessment was conducted in June 2023, identifying strengths, areas of concern, and recommendations. Mary shared the progress in meeting the nutrition and ERSEA objectives.

**HSECHP SELF-ASSESSMENT REPORT**

The Head Start Early Childhood Program's Self-Assessment Plan for 2023-24 was presented. The plan is essential to the program's short-term and long-term success. Internal data monitoring was conducted and reviewed, and a staff survey was deployed. The program's strengths and needs were identified, and focus groups were formed. The plan details steps for improvement under each need, and quarterly meetings are held to determine progress toward meeting goals.

**HSECP SELF-ASSESSMENT PLAN**

The Head Start Cost Allocation Plan was reviewed with the board. The purpose is to summarize the methods and procedures that the Head Start Early Childhood Programs will use to allocate costs. The cost allocation plan is based on the direct allocation method. This method treats all costs as direct costs except general administration and general expenses. Mary noted a couple of changes to the plan.

**HS COST ALLOCATION PLAN**

Superintendent Parker encouraged the board members to review the monthly Head Start and annual reports in their board packet. Questions should be directed to Mary Bruggenwirth.

**SUPERINTENDENT AND STAFF REPORTS**

Superintendent Parker congratulated Mr. Lewandowski on his upcoming retirement. The District has been gathering input on the best leadership structure for Prairie next year. The District monitors enrollment to ensure our staffing and structure match the student population. Mr. Parker thanked parents, staff, and the community for their feedback, and the District continues to analyze the next steps for Prairie. The District has determined to post a Dean of Students to oversee the building next year.

Mr. Parker updated the work on the Portrait of a Graduate. The committee worked off the established PRIDE acronym and determined definitions to use. He gave an example rubric for productivity.

Trustee Marks informed the board that the Finance Committee had met and discussed Facilities, Shared Services, the transportation contract, Boys and Girls leasing, cashless events, and March budget amendments.

**FINANCE  
COMMITTEE**

Trustee Ballard commented that he was proud of the superior people he has had the privilege of interviewing for positions in the District. "The committee made a great choice when they hired Mr. Lewandowski. He has made Prairie a great place. He has empowered teachers and staff to do what they know," said Ballard.

**BOARD MEMBER  
COMMENT**

Trustee Buku thanked everyone who participated in the Maple Blues Blast. This was the tenth year for the event, and the committee realized they must continue exploring new ideas and events.

Trustee Baucher praised Prairie on the presentation. "The assembly with all the students quiet, relaxed, and participating was awesome. It shows control and that you can teach students not by yelling or threatening, but in a calm, smooth demeanor."

Trustee Solis-Gautz applauded the band and orchestra for their excellent festival ratings. "Adrian hosted the event, and I was amazed by how well it ran and how well the students did. I acknowledge the amount of work it took to host, stated Solis-Gautz.

Moved by Baucher, supported by Marks, that the meeting be adjourned at 6:47 p.m.

**ADJOURNMENT**

Motion carried.

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Beth Ferguson, President

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Mike Buku, Secretary

**ADRIAN PUBLIC SCHOOLS  
FINANCIAL REPORT  
FOR THE YEAR TO DATE PERIOD  
FEBRUARY 29, 2024  
STATEMENT OF REVENUES, EXPENDITURES AND  
CURRENT BUDGET POSITION**

<b>REVENUES</b>	BUDGET ADOPTED 11/27/2023	Y.T.D. ACTUAL	CURRENT BUDGET POSITION
100 Local Sources	\$ 5,696,913	\$ 5,064,981	\$ 5,696,913
300 State Sources	30,423,257	15,046,202	30,423,257
400 Federal Sources	6,788,827	2,852,937	6,788,827
500 Incoming Transfers	1,850,872	1,596,384	1,850,872
<b>TOTAL</b>	<b>\$ 44,759,869</b>	<b>\$ 24,560,504</b>	<b>\$ 44,759,869</b>
 <b>EXPENDITURES</b>			
INSTRUCTION			
110 Basic Program	\$ 18,102,767	\$ 8,969,620	\$ 18,102,767
120 Added Needs	7,695,434	3,147,396	7,695,434
130 Adult & Continuing Education	193,766	80,729	193,766
SUPPORT SERVICES			
210 Pupil	3,354,039	1,826,277	3,354,039
220 Instructional Staff	2,893,942	1,368,325	2,893,942
230 General Administration	550,852	398,406	550,852
240 School Administration	2,411,350	1,531,345	2,411,350
250 Business	1,013,378	583,366	1,013,378
260 Plant & Operations	3,795,362	2,702,433	3,795,362
270 Pupil Transportation	1,490,942	787,545	1,490,942
280 Central Services	1,121,751	774,540	1,121,751
290 Other	1,341,070	22,665	1,341,070
300 Community Services	395,784	200,118	395,784
450 Prior Year Adj/Facilities Improvements	215,008	308,478	215,008
510 Debt Services	49,113	29,924	49,113
600 Outgoing Transfers	400,000	0	400,000
<b>TOTAL</b>	<b>\$ 45,024,558</b>	<b>\$ 22,731,168</b>	<b>\$ 45,024,558</b>
Excess Revenues over Expenditures	\$ (264,689)	1,829,337	\$ (264,689)
Beginning Fund Balance		8,228,910	
Ending Fund Balance		<b>\$ 10,058,247</b>	

## **EXECUTIVE SUMMARY**

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**DATE:** March 11, 2024

**CONTACT PERSON:** Nikki Culley

### **PURPOSE:**

To recommend hiring a Media Paraprofessional for Adrian High School.

### **EXPLANATION:**

Sam Skeels and his interview team recommend Andrew Jackson as a media paraprofessional for Adrian High School. Andrew has over thirty (30) years related experience. He has a Master's of Education in Educational Leadership from Wayne State University and a Bachelor of Arts from Adrian College.

### **RECOMMENDATION:**

The HR Director recommends that Andrew Jackson be hired as the Media Paraprofessional at Adrian High School, effective for the 2023-2024 school year.

## **EXECUTIVE SUMMARY**

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**DATE:** March 11, 2024    **CONTACT PERSON:** Nate Parker  
Mary Bruggenwirth

**PURPOSE:**

To approve the Early Head Start and Head Start grant application for the 2024-2025 program year.

**EXPLANATION:**

Every year, the program must apply for the funds to operate our Head Start Early Childhood program. The Early Head Start and Head Start funds application is due by April 1st. The total funds available is \$4,497,431 to provide services for Adrian Public Schools and Lenawee County for the 2024-2025 program year. The breakdown of funds is:

<b>Funding Type</b>	<b>Head Start</b>	<b>Early Head Start</b>
Program Operations	\$3,011,078	\$1,431,576
Training and Technical Assistance	\$33,744	\$21,033
<b>Total Funding</b>	<b>\$ 4,497,431</b>	
<b>Program</b>	<b>Head Start</b>	<b>Early Head Start</b>
Federal Funded Enrollment	185	64

Relevant program information and community data were used to develop a program design that serves the needs of Adrian Public Schools and Lenawee County. Funding for this application will provide services for 185 Head Start preschool children and 64 Early Head Start infants, toddlers, and pregnant women.

The Head Start Policy Council reviewed and approved our grant application for the 2024-2025 program year at their February 19, 2024 meeting.

**RECOMMENDATION:**

The Superintendent and the Head Start Director recommend that the Adrian Board of Education approve the Early Head Start and Head Start grant application for the 2024-2025 program year.

## EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024    **CONTACT PERSON:** Nate Parker  
Mary Bruggenwirth

### **PURPOSE:**

To approve the Head Start Early Childhood Program's Self-Assessment Report for 2022-2023.

### **EXPLANATION:**

The Head Start Performance Standards, in 45 CFR § 1302.102(b)(2)(i-iii), require that:

*A program must effectively oversee progress towards program goals on an ongoing basis and annually must:*

*(iii) Submit findings of the self-assessment, including information listed in paragraph (b)(2)(i) of this section to the responsible HHS official.*

The self-assessment for 2022-2023 was conducted in June, 2023 and a report identifying strengths, areas of concern, and recommendations were generated. The program has developed a response to the issues that were identified in the report. This response includes steps for improvement, a completion date, staff responsible, and our method for documenting completion.

Policy Council reviewed and approved the Self-Assessment Report for 2022-2023 at their November 20, 2023 meeting.

### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Head Start Director that the Adrian Board of Education approve the Head Start 2022-2023 Self Assessment Report for approval at the next Board meeting.

## EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024    **CONTACT PERSON:** Nate Parker  
Mary Bruggenwirth

### **PURPOSE:**

To approve the Head Start Early Childhood Program's Self-Assessment Plan for 2023-2024.

### **EXPLANATION:**

The Self-Assessment is essential to both the short-term and long-term success of our program. A plan for the self-assessment has been developed based on the procedures that are in the Self-Assessment Policy.

An effective self-assessment process will include many different representatives of the Head Start community. Indeed, the Head Start Act 642(c)(1)(E)(ii) and 642(c)(2)(A) require both the Governing Board and the Policy Council to be involved, and in addition, the Policy Council must ensure that parents actively contribute to the process. Furthermore, it is important to seek the involvement of program staff and other community organizations that serve Head Start or other low-income families with young children.

Policy Council reviewed and approved the Self-Assessment Plan for 2023-2024 at their November 20, 2023 meeting.

### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Head Start Director that the Adrian Board of Education approve the Head Start 2023-2024 Self Assessment Plan.

## EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024    **CONTACT PERSON:** Nate Parker  
Mary Bruggenwirth

### **PURPOSE:**

To approve the Head Start Early Childhood Program's Cost Allocation Plan.

### **EXPLANATION:**

The purpose of this Cost Allocation Plan is to summarize, in writing, the methods and procedures that our program uses to allocate costs to cost centers. The Cost Allocation Plan is based on the direct allocation method. This method treats all costs as direct costs except general administration and general expenses.

The Head Start Early Childhood Program's Policy Council Bylaws indicate that "*budget planning for program expenditures, including policies for reimbursement and participation in Head Start Policy Council activities*" will be approved by the Head Start Policy Council and then submitted to the Board of Education for approval.

The Head Start Policy Council approved the Cost Allocation Plan on February 19, 2024.

### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Head Start Director that the Adrian Board of Education approve the Head Start Early Childhood Program's Cost Allocation Plan.

## EXECUTIVE SUMMARY

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**DATE:** March 11, 2024

**CONTACT PERSON:** Dan Peña

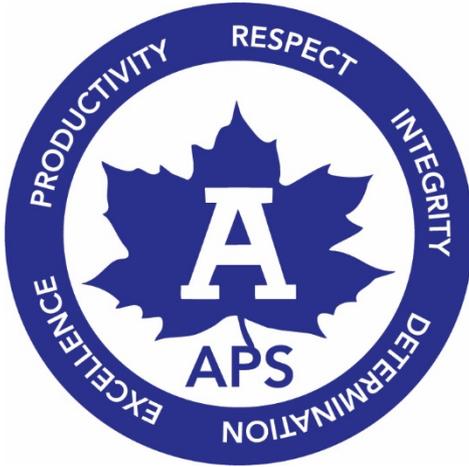
**PURPOSE:** To approve the amendments for the 2023 - 2024 General Fund Budget.

**EXPLANATION:**

Public Act 621, the Uniform Budgeting and Accounting Act, requires that when Administration becomes aware of revenue or expenditure changes that would significantly increase the total approved budget or any of the line items within the approved budget, a resolution for amendment reflecting those increases and decreases must be taken to its Board for adoption.

**RECOMMENDATION:**

The Business Manager recommends that the Adrian Board of Education approve the amended budget as presented and adopt the attached resolution.



**ADRIAN PUBLIC SCHOOLS**

*Tradition of Opportunities*  
Future of Possibilities

**Budget Amendments**

**2023 - 2024**

**March 11, 2024**

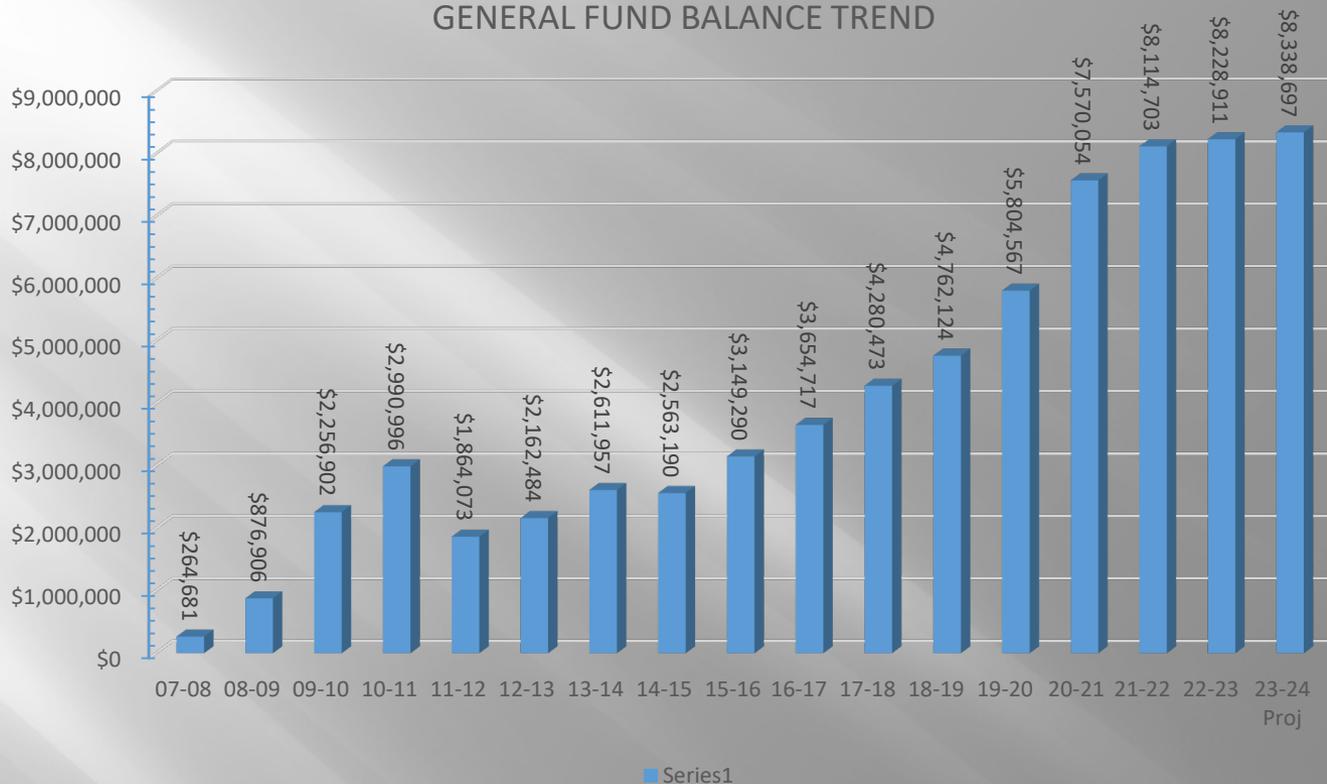


# Budget Recap

	<b>Actual 2022-23</b>	<b>2023-24 Amended Budget</b>	<b>Proposed Budget Amendment March, 2024</b>
Total Revenues	\$46,643,772	\$44,759,868	\$47,032,919
Total Expenditures	\$46,529,564	\$45,024,557	\$46,923,133
Excess Revenues/Expenditures	\$114,208	(\$264,689)	\$109,786
Beginning Fund Balance, July 1	\$8,114,703	\$8,228,911	\$8,228,911
<b>Ending Fund Balance, June 30</b>	<b>\$8,228,911</b>	<b>\$7,964,222</b>	<b>\$8,338,697</b>



### GENERAL FUND BALANCE TREND



*Note: The district's auditors recommend a range of 10 to 15% fund balance with a minimum of 10%; if the district achieves 15% fund balance, the need to borrow will be eliminated. The District ended 2022-23 at 17.7%. In addition, the auditors now recommend 3 months of operating expenditures in fund balance as an additional measure of financial stability.*

# Budgeting Factors

As presented for amendment

Foundation Amount (Adopted Budget \$9,100)	\$9,608
Local Taxes	18 Mills
Blended Count (46 less than proj., 90 less than PY)	2,668
Budgeted Blended Count - November 2023	2,714
Revenue Reduction	(\$441,968)

# Revenue changes

<b>Local:</b>			
	<b>Property Taxes</b> (Offset in Foundation Allowance)		\$ (52,094)
	<b>Interest on Investments</b>		135,000
	<b>Contributions</b> (offset in Expenditures)		37,304
	<b>Miscellaneous</b>		37,442
<b>State Aid:</b>			
	<b>Foundation Allowance</b>		52,094
	<b>Categoricals</b>		1,529,102
<b>LISD:</b>			135,204
<b>Federal Programs:</b>			391,812
<b>All others</b>			7,187
<b>Total</b>			<u>\$ 2,273,051</u>

# Revenue Recap

<b>Taxes</b>		<b>\$ 4,749,549</b>		<b>10.1%</b>
<b>Other Transactions</b>		<b>1,190,016</b>		<b>2.5%</b>
<b>Total Local Revenues</b>			<b>\$ 5,854,565</b>	<b>12.4%</b>
<b>State:</b>				
<b>Foundation Grant</b>		<b>\$ 20,876,611</b>		<b>44.4%</b>
<b>Categorical</b>		<b>11,127,841</b>		<b>23.7%</b>
<b>Total State Revenues</b>			<b>\$ 32,004,452</b>	<b>68.0%</b>
<b>Total Federal</b>			<b>\$ 7,180,640</b>	<b>15.3%</b>
<b>Other Transactions:</b>				
<b>LISD Reimbursements</b>		<b>\$ 1,881,076</b>		<b>4.0%</b>
<b>Other</b>		<b>112,186</b>		<b>0.2%</b>
<b>Total Other Transactions</b>			<b>\$ 1,993,262</b>	<b>4.2%</b>
<b>Total Revenues</b>			<b>\$ 47,032,919</b>	<b>100.0%</b>

# Expense Changes

<b>Salaries/Benefits</b>			\$	46,414
<b>Contributions</b>				37,304
<b>Utilities</b>				(16,819)
<b>District Maintenance &amp; Repairs</b>				364,600
<b>Virtual Servers</b>				198,600
<b>State and Federal Programs</b>				1,655,424
<b>Net of Others</b>				(386,947)
<b>Total Expense Changes</b>			\$	<u>1,898,576</u>

The District is addressing needed maintenance and repairs, as well as replacing key Information Technology equipment. The State and Federal programs have revenues that offset the increase in expenditures.

# Expenditures by Category

	2023-24		2023-24			
	Amended		Proposed		Change	
Description	Budget	%	Budget	%	%	Student
Salaries - Total	\$ 20,158,957	44.8%	\$ 20,340,002	43.3%	0.90%	\$7,375
Benefits - Total	15,729,962	34.9%	15,864,983	33.8%	0.86%	\$5,752
Teaching Supplies	471,378	1.0%	462,233	1.0%	-1.94%	\$168
Office Supplies	85,457	0.2%	85,913	0.2%	0.53%	\$31
Other Expenditures	1,812,267	4.0%	2,184,684	4.7%	20.55%	\$792
Utilities	708,910	1.6%	725,729	1.5%	2.37%	\$263
Telephone	34,062	0.1%	34,062	0.1%	0.00%	\$12
Equipment & Furniture	560,191	1.2%	819,491	1.7%	46.29%	\$297
Insurance	211,394	0.5%	217,880	0.5%	3.07%	\$79
Contracted Services (Aramark Contract included)	1,519,567	3.4%	1,566,368	3.3%	3.08%	\$568
Contracted Services - Other	1,056,132	2.3%	1,169,369	2.5%	10.72%	\$424
Travel & Conference, In-Service (Predominantly Grant Funded)	229,883	0.5%	260,699	0.6%	13.41%	\$95
Transportation	1,481,918	3.3%	1,486,597	3.2%	0.32%	\$539
Operations	701,316	1.6%	1,400,706	3.0%	99.73%	\$508
Contracted Early Retirement	72,843	0.2%	114,022	0.2%	56.53%	\$41
Technology	190,321	0.4%	190,396	0.4%	0.04%	\$69
Building Renovations	0	0.0%	0	0.0%	#DIV/0!	\$0
<b>TOTAL</b>	<b>\$ 45,024,558</b>	<b>100%</b>	<b>\$ 46,923,134</b>	<b>100%</b>	<b>4.22%</b>	<b>\$ 17,013</b>

# SUMMARY OF THE MAJOR CHANGES FOR 2023-24 AMENDMENTS

The District has experienced increases of \$1,529,100 in State Categorical Funding revenue since the November amendment. Of this total, \$900,515 is one-time categorical funding. The District is addressing pressing facilities needs throughout the District in this amendment.

**RESOLUTION FOR BUDGET AMENDMENT  
BY THE BOARD OF EDUCATION  
OF ADRIAN PUBLIC SCHOOLS**

RESOLVED, that the total revenues for Adrian Public Schools for the Fiscal Year 2023-2024 General Fund is amended as follows:

	<u>Last Approved</u>	<u>Recommended Amendments</u>	<u>As Amended</u>
<b>REVENUES:</b>			
Local	\$ 5,696,913	\$ 157,652	\$ 5,854,565
State	30,423,257	1,581,195	32,004,452
Federal	6,788,827	391,813	7,180,640
All Other	<u>1,850,872</u>	<u>142,390</u>	<u>1,993,262</u>
<b>TOTAL</b>	<b><u>\$ 44,759,869</u></b>	<b><u>\$ 2,273,050</u></b>	<b><u>\$ 47,032,919</u></b>
<b>FUND BALANCE JULY 1</b>		<b>\$ 8,228,911</b>	
<b>TOTAL REVENUES &amp; FUND BALANCE AVAILABLE TO APPROPRIATE</b>			<b><u>\$ 55,261,830</u></b>

BE IT FURTHER RESOLVED, that the general appropriation of Adrian Public Schools for the Fiscal Year 2023-2024 General Fund is amended as follows:

	<u>Last Approved</u>	<u>Recommended Amendments</u>	<u>As Amended</u>
<b>EXPENDITURES</b>			
<b>Instruction</b>			
110 Basic Programs	\$ 18,102,767	\$ (32,131)	\$ 18,070,636
120 Added Needs	7,695,434	164,597	7,860,031
130 Adult & Continuing Education	193,766	-	193,766
<b>Support Services</b>			
210 Pupil	3,354,039	131,138	3,485,177
220 Instructional Staff	2,893,942	106,758	3,000,700
230 General Administration	550,852	31,621	582,473
240 School Administration	2,411,350	22,551	2,433,901
250 Business	1,013,378	79,105	1,092,483
260 Operation & Maintenance	3,795,362	1,041,848	4,837,210
270 Pupil Transportation	1,490,942	4,754	1,495,696
280 Central Services	1,121,751	208,900	1,330,651
290 Other	1,341,070	(2,064)	1,339,006
Community Services	395,784	(32,059)	363,725
Prior Period Adjustments/Facility Improver	215,008	173,557	388,565
Transfers/Prior Period Adjustments	400,000	-	400,000
510 Debt Service	49,113	-	49,113
<b>TOTAL APPROPRIATED AS AMENDED</b>	<b><u>\$ 45,024,558</u></b>	<b><u>\$ 1,898,575</u></b>	<b><u>\$ 46,923,133</u></b>
<b>REVENUES OVER EXPENDITURES</b>			<b><u>\$ 109,786</u></b>
<b>PROJECTED ENDING FUND BALANCE JUNE 30, 2024</b>			<b><u>\$ 8,338,697</u></b>

# EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024

**CONTACT PERSON:** Nikki Culley

**PURPOSE:**

To approve the termination of Elijah Terrill

**EXPLANATION:**

Per the Adrian Educational Support Personnel Association (AESPA) collective bargaining agreement, if at any time during the employee's probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board without appeal/cause. Due to excessive absences and no communication to Human Resources, we request termination for Elijah Terrill.

**RECOMMENDATION:**

The HR Director recommends that the Adrian Board of Education approve the termination of Elijah Terrill.

## **EXECUTIVE SUMMARY**

---

**DATE:** March 11, 2024

**CONTACT PERSON:** Nikki Culley

### **PURPOSE:**

Approval of leave of absence request for the 2024-2025 school year.

### **EXPLANATION:**

The following teacher has requested a leave of absence for the 2024-2025 school year:

Stephanie Mullinix Child Care Leave

### **RECOMMENDATION:**

The HR Director recommends that the requested leave of absence be approved for the 2024-2025 school year.

## EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

### **PURPOSE:**

To Honor the work and dedication of Cliff, Doug, and Dane Nelson to Adrian Public Schools. Cliff was a long-time teacher, coach, and athletic director for Adrian Public Schools; Doug served as a teacher and coach and made significant financial contributions to the District; and Dane donated financially and with his time and talent to the District. Both Doug and Dane are APS alumni.

### **EXPLANATION:**

The Superintendent is recommending that the Baseball Field, currently "Cliff Nelson" Field, be updated to "Nelson Field" to honor the contributions of Cliff Nelson and his Sons Doug and Dane. Adrian Public Schools and the Adrian Community recognize with gratitude the contributions of Cliff, Doug, and Dane to the Baseball field and the entire school community.

#### Cliff Nelson

Cliff Nelson was Adrian's Public Schools first Athletic Director who oversaw the completion of the field at its current location. Cliff was instrumental in not only completing the baseball field initiative but also designing and overseeing the completion of Maple Stadium in 1955. In total, Cliff served Adrian Public Schools in various roles from 1948 to 1975. In honor of his emphasis on the importance of Academics and Athletics, The Cliff Nelson Award is given annually to the outstanding Male Student-Athlete in the Senior Class. Cliff also founded the original "Dad's and Fans Club," now known as the "Maples Fan Club." Cliff's Legacy continues in the proud tradition of Maple Athletics and the outstanding facilities Maple Athletes compete in.

#### Doug Nelson

Doug Nelson '64 was a standout Athlete for the Maples. A 9-time letter winner in Football, Basketball, and Baseball, Doug was a State Runner-up basketball team member in 1963. After excelling at the Maples, Doug attended the University of Michigan, where he played for the football and baseball teams. While at U of M Doug served as the Captain of the Baseball team. Doug returned to APS after earning his degree from Michigan to become a teacher and coach for the Maples from 1969 - 2023, during which time he and his wife LuAnn supported the school in countless ways. Doug and LuAnn's financial contribution was essential to the success of the

Seating Project. They currently reside in Adrian and continue to support Maple Athletics and Adrian Public Schools.

#### Dane Nelson

Dane Nelson "67, excelled in multiple sports for the Maple as a 9-time letter winner in Football, Basketball, and Baseball. After his stellar athletic career as a Maple, Dane played baseball at Michigan State. Upon earning a Law Degree, Dane returned to Adrian, worked as an attorney, and served the community as the City Manager. In 2016, Dane was instrumental in raising the funds to build the Team Room at Maple Stadium. Dane and his wife Kristin are consistent and generous supporters of the Adrian Education Foundation and support the school in multiple ways. Their financial contribution and Dane's work to raise money and help plan for the Baseball and Softball seating project were crucial in its successful completion.

### **Board Policy 3302.01 For Naming Facilities establishes the following:**

#### 3302.01 Naming Facilities

The Board retains sole authority to name District facilities. For purposes of this Policy, a "facility" includes any portion of a facility that may be separately named (e.g., library, cafeteria, building wing). For purposes of this Policy, "naming" also includes renaming an existing facility.

The Board must review and discuss a recommendation or nomination to name a facility in at least two (2) open meetings over a two (2) month period. The Board will not act immediately on a request to name or rename a facility.

In naming a facility, the Board will generally (but is not required to) solicit the feedback of the local community.

The Board will name facilities after the following people, whether current or former or alive or deceased: employees, Board members, District students, community members, a donor who gives a substantial donation to the District, or others who, by their contributions in effort, interest, devotion, exemplary life, attainment, or other factors deemed relevant by the Board have furthered the interest of the District.

In deciding whether to name a facility after a donor, the Board will consider the donation amount, whether the donated amount is for a particular facility, and the connection between the donor and the District or the community.

The Board may sell naming rights to a particular facility.

The Superintendent or designee may negotiate a contract to sell naming rights, subject to final Board approval.

The proceeds of such a sale may be used at the Board's sole discretion.

### **RECOMMENDATION:**

The Superintendent and Athletic Director recommend that the Adrian Board of Education approve the Baseball Field name update from "Cliff Nelson Field" to "Nelson Field" to honor Cliff, Doug, and Dane Nelson.

# EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:** To accept donations.

**EXPLANATION:**

An anonymous donor gave \$28,500 to fund batting cages at Adrian High School. The Farver Foundation donated \$1,000 to the Hot Chocolate Hustle.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education accept these donations and thank the donors for their support.

## EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker  
Dan Pena

**PURPOSE:** To review the Shared Services Agreement between Adrian Public Schools and School Financial Solutions-East LLC.

**EXPLANATION:** School Financial Solutions-East LLC has met with the Administration of Adrian Public Schools and Lenawee Christian School for a shared services program that is expected to significantly grow student full-time equivalent (FTE) for Adrian Public Schools, thereby providing the District with a significant increase in State Per Pupil revenue.

**RECOMMENDATION:** The Superintendent and the Business Manager recommend that the Adrian Public Schools Board of Education review the Shared Services Agreement with School Financial Solutions-East LLC for approval at the next scheduled Board meeting.

# EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024

**CONTACT PERSON:** Nate Parker

## **PURPOSE:**

To review the appointment of a Board member and alternate to represent the District at the LISD Budget Review Meeting.

## **EXPLANATION:**

As part of their budgeting process, the LISD had the county superintendents fill out a survey and then meet with them individually regarding the budget. The April budget meeting is scheduled for Thursday, April 18, 2024, at 6:00 p.m.

## **RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education discuss a representative and an alternate to the LISD Budget review meeting.

## EXECUTIVE SUMMARY

---

**DATE:** March 11, 2024

**CONTACT PERSON:** Ryan Skeels  
Dan Pena

### **PURPOSE:**

To review the purchase of an updated Dell PowerStore and PowerEdge Array to replace the current Dell Unity and Hypervisor Array.

### **EXPLANATION:**

Our current Dell Unity and HyperVisor Array need replacement due to their inability to update the Operating Systems necessary to support technological needs. A new PowerStore and PowerEdge Array will provide reliable technological operations for all buildings and departments across the District.

The District's virtual environment is where most servers operating the functions, including active directory, printing, and phone systems, are housed.

The District plans to purchase these devices through MHEC, a cooperative purchasing program. Bidding is completed via the Cooperative, which follows Board Policy 3301-C (1)(d)-Purchasing and Procurement.

### **RECOMMENDATION:**

The Technology Director and the Business Manager recommend that the Adrian Public Schools Board of Education review the current quote for Dell PowerStore and PowerEdge Array from Presidio, a member of the MHEC Cooperative, for approval at the next scheduled Board Meeting. This purchase will be paid for through the General Fund.

**TO:**  
Adrian Public Schools  
Kyle Modzel  
785 Riverside Ave  
Adrian, MI 49221  
  
kmodzel@adrian.k12.mi.us  
(p) 5172646648  
(f) (517) 265-5381

**FROM:**  
Presidio Networked Solutions Group, LLC  
Randy Finch  
660 E. 10 Mile Road  
Suite 110  
Ferndale, MI 48220  
  
rfinch@presidio.com  
(p) +1.469.464.1294

**Customer#:** ADRIA002

**Contract Vehicle:** \*Open Market

**Account Manager:** Cassie Damer

**Inside Sales Rep:** Randy Finch

**Title:** Dell FoD Schedule #27

**Comments:** 60 Month Term  
Prepaid Minimum Commit  
40% Committed Capacity  
Monthly Unit Rate (Charge per GiB per Month) \$ 0.1939  
Quarterly True Ups for any overages

#	Part #	Description	Unit Price	Qty	Ext Price
1	Dell FOD Committed Capacity	Flex on Demand Monthly Committed Capacity as a Percentage of Metered Total Capacity Comments: 60 Months	\$2,912.38	60.00	\$174,742.80
<b>Monthly Unit Rate (Charge per GiB per Month)</b>					
2	Dell FOD Monthly Unit Rate	Flex on Demand - Monthly Unit Rate (Charge per GiB per Month) Comments: \$0.1939 per GiB per Month	\$0.1939	1.00	\$0.19
<b>Total (Monthly Unit Rate (Charge per GiB per Month)):</b>					<b>\$0.00</b>

<b>Sub Total:</b>	<b>\$174,742.80</b>
<b>Grand Total:</b>	<b>\$174,742.80</b>

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

**Pricing**

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided. If you are entitled to a tax exemption please upload your tax exemption certificate(s) to <https://app.certexpress.com/?c=32682b704653533684958324362453d>
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

**Invoicing**

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

**Freight, Handling, Shipping**

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

**Warranty and Limitation of Liability**

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

**Return Policy**

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

**Cancellation Policy**

- CLIENT'S cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

**Leases**

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

**Software terms**

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

**Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders**

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

**Multi-Year Agreements**

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

**SmartNet (Third party Maintenance)**

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

**Confidential Information.**

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

**Export Law Compliance.**

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

**Miscellaneous Terms**

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date