

**CHIPPEWA VALLEY SCHOOLS**

**19120 Cass Avenue  
Clinton Township, MI 48038  
586-723-2000**

Regular Meeting  
Administration Building

April 17, 2023  
6:30 p.m.

- A. Call to Order and Pledge of Allegiance
- B. Roll Call
- C. Approve the Agenda
- D. Presentations/Recognitions
  - Eagle Scout - Gavin Price (Chippewa Valley H.S.)
  - CTE Marketing Student Recognition
- E. 1. General Consent Agenda
  - a. Approve minutes of:
    - Regular Meeting Minutes held on March 20, 2023.  
(Minutes are posted on the district website @chippewavalleyschools.org)
  - b. Approve Financial Reports
  - c. Approve Personnel Transactions
- F. Old Business
- G. New Business
  - 1. Approve Change Order Summary Report - January to March 2023 Mr. Sederlund
  - 2. Award Contract – High School Scoreboard Installation Mr. Sederlund
  - 3. Approve Student Laptops and Carts Contract Mr. Sederlund
  - 4. Approve Purchase of School Bus Video System Mr. Sederlund
  - 5. Approve Math Software License and Support Mr. Sederlund
- H. Union Communications
- I. Curriculum Updates
- J. Administrative Reports
  - Mental Health Update
- K. From the Community

**CHIPPEWA VALLEY SCHOOLS**  
Board Meeting Agenda (*Continued*)

Regular Meeting  
Administration Building

April 17, 2023  
6:30 p.m.

- L. Of and By Board Members
- M. Executive Session (*8.b. – Student Expulsion Hearing-1*)
- N. Executive Session (*8.b. – Student Expulsion Hearing-2*)
- O. Executive Session (*8.c. – Negotiations*)
- P. Adjournment

Future Meetings

April 17, 2023	5:45 p.m.	Technology Sub-Committee Meeting
April 17, 2023	6:00 p.m.	Building & Site Sub-Committee Meeting
April 17, 2023	6:30 p.m.	Regular Meeting
May 01, 2023	6:30 p.m.	Regular Meeting
May 15, 2023	6:30 p.m.	Regular Meeting

A. Call to Order and Pledge of Allegiance

B. Roll Call

C. Approve the Agenda

D. Presentations/Recognitions

- Eagle Scout - Gavin Price (Chippewa Valley H.S.)
- CTE Marketing Student Recognition

- E.
  1. General Consent Agenda
    - a. Approve minutes of:
      - Regular Meeting Minutes held on March 20, 2023.  
(Minutes are posted on the district website@ [chippewavalleyschools.org](http://chippewavalleyschools.org))
    - b. Approve Financial Reports
    - c. Approve Personnel Transactions

**CHIPPEWA VALLEY SCHOOLS  
BOARD OF EDUCATION – REGULAR MEETING  
Administration Building  
March 20, 2023**

President Kenneth Pearl called the meeting to order at 6:35 p.m. and the Pledge of Allegiance was given.

Present: Members Aquino, Gura, King, Pearl, Sobah, Wade and Wojtowicz  
Absent: None  
Also, Present: Mr. Roberts, Mr. Sederlund, Dr. Brosky, Dr. Blanchard, Mr. Sibley,  
Ms. Licari, Dr. Langlands, Ms. Blain, Ms. Monnier-White and Ms. Adlam

Roll Call taken.

**MOTION #03/12/23** – Moved by Member Aquino and supported by Member Sobah to Approve the Agenda. **Motion passes 5-1 with Member Wojtowicz voting against.**

**Recognition/Presentations**

- Superintendent Ron Roberts recognized state qualifiers of the Chippewa Valley and Dakota High School wrestling teams.
- Superintendent Roberts presented current district information: LEGO Robotics, Choral Awards, Outstanding Teachers of the Year, Festival of the Arts, etc.

**MOTION #03/13/23** – Moved by Member Gura and supported by Member Sobah to approve the General Consent Agenda to:

- Approve Minutes of the Regular Meeting held on March 06, 2023
- Approve General Fund, Food Service, IAM, Childcare, Camps/Clinics Check Register in the amount of \$730,356.71.
- Approve Wire Transfers, ACH and Payments Report in the amount of \$8,013,278.46.
- Approve 2018 Building and Site Check Register in the amount of \$57,411.00.
- Approve Building Activity Check Register in the amount of \$90,824.84.
- Approve Personnel Transactions.

**Motion passes 5-1 with Member Wojtowicz voting against.**

**Old Business** - None

**MOTION #03/14/23** – Moved by Member Sobah and supported by Member Wade that the Chippewa Valley Schools Board of Education approve the appointment of Mr. Dean Sabelhaus to the position of Director for Career and Technical Education (CTE). Mr. Sabelhaus' effective start date is to be determined. **Ayes all, motion carried.**

**MOTION #03/15/23** – Moved by Member Aquino and supported Member Sobah that the Chippewa Valley Schools Board of Education approve the appointment of Ms. Lillian Grayson to the position of Purchasing Coordinator. Ms. Grayson's effective start date is to be determined. **Ayes all, motion carried.**

**Union Communications** – None

### **Curriculum Reports**

- Ms. Michele Harrison presented information regarding P.E.N. (Parent Education Network). P.E.N. works in conjunction with schools to provide educational support/strategies to families.

### **Administrative Reports**

- Superintendent Ron Roberts updated the Board of Education on ThoughtExchange: technology survey review

### **From the Community**

- Public Comments/audience participation

### **Of and By Board Members**

- Member Wojtowicz commented on the following:
  - Elementary LEGO Robotics
  - Middle School LEGO Robotics
  - Ottawa S.A.C.C. program
  - District response to bullying

- Member Aquino emphasized the district's points of pride:
  - The P.E.N Department
  - CVS Sports Teams
  - CVS Fine Arts programs

Ms. Aquino welcomed two new administrative hires from this meeting. She also commented on the ThoughtExchange presentation.

- Member Wade had questions about teacher training related to bullying.

**MOTION #03/17/23** - Moved by Member Aquino and supported by Member Wade to adjourn the meeting. **Ayes all, motion carried.**

Meeting adjourned at 9:41 p.m.

Respectfully submitted,

George Sobah, Secretary  
Board of Education



## MEMORANDUM

## E.1.b FINANCIAL REPORTS for period ending April 30, 2023

Mr. Sederlund

## CHECK REGISTERS

Mr. Sederlund

1. GENERAL FUND, FOOD SERVICE, IAM, CHILDCARE, CAMPS/CLINICS  
(includes payroll)

Mr. Sederlund

Checks dated 03/21/2023	1,654,411.27
Checks dated 03/28/2023	308,736.24
Checks dated 03/31/2023	39,719.69
Checks dated 04/11/2023	1,276,008.40
	<u>\$ 3,278,875.60</u>

## 2. WIRE TRANSFERS, ACH AND PAYMENTS REPORT

Mr. Sederlund

Total General Fund ACH for	<u>\$ 13,012,742.79</u>
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## 3. 2018 BUILDING &amp; SITE

Mr. Sederlund

Checks dated 4/11/2023	<u>\$ 112,227.98</u>
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## 4. BUILDING ACTIVITY

Mr. Sederlund

Checks dated 03/22/2023	40,272.13
Checks dated 03/29/2023	40,776.20
Checks dated 004/12/2023	92,161.73
	<u>\$ 173,210.06</u>

E.1.c. PERSONNEL TRANSACTIONS

<u>NEW HIRES</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Courtnee Delph	Special Ed Aide-Cheyenne	3/20/23
Brett Calcaterra	Curriculum Paraeducator-Sequoyah	3/20/23
Joanne Sloat	Health Aide-Cherokee	3/28/23
Jesse Bolton	Head Custodian-Dakota	4/3/23
Amanda Mock	FS Helper- Miami	4/10/23
Katelyn Batchelor	FS Helper-Wyandot	4/10/23
Janaina Dorneles	FS Helper-Iroquois	4/10/23

<u>RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Shelia Beck	Food Service Helper-CVHS	3/1/23
Sanela Agic	Lunchmonitor-Huron	3/30/23
Ryan Flaughter	Special Ed Aide- Cheyenne	3/31/23
Amy Earing	Resource Room Teacher-Ottawa	4/14/23
Karen Babel	Psychologist-CV9	4/21/23

<u>RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Kathy Taylor	Bus Driver	3/8/23
Mary Kleiner	Secretary-Shawnee	6/16/23

<u>TERMINATION</u>	<u>POSITION</u>	<u>EFFECTIVE</u>
Renee Valice	Special Ed Aide-Dakota	3/28/23

CERTIFIED:

RECOMMENDED MOTION: "It is recommended that the Chippewa Valley Board of Education approve the conditional hire of the following person/s to fill certified positions created by additional enrollment, content area growth, retirements/resignations and transfers of other teachers. The effective date for this teacher is listed below. The conditional hire of this person/s is subject to the motion as submitted."

<u>Recommended for Hire</u>	<u>Position</u>	<u>Rationale</u>	<u>Effective Date</u>
Jacqueline Emming	1.0 ECSE	Replacement	4/17/23

**LEAVE OF ABSENCES FOR 2022/23 SCHOOL YEAR:**

Rebecca Roberts

Teacher

Maternity Leave Extension 4/17/23-6/14/23

**RATIONALE:**

General Leaves and extensions of leaves of absences are at the sole discretion of the Board. Approval of extensions are without precedence. These leaves of absences will provide administration with greater flexibility when staffing for the 2023-24 school year

## RESOLUTION

**WHEREAS:** **Kathleen Taylor** has served the Chippewa Valley School District faithfully and diligently for a period of eighteen years as a Bus Driver.

**WHEREAS:** **Kathleen Taylor** through her leadership, has had a positive impact on the staff, students and the community.

**WHEREAS:** **Kathleen Taylor**, a conscientious, loyal, hardworking employee has elected to retire; and

**WHEREAS:** **Kathleen Taylor** will be missed by all her school colleagues,

**NOW, THEREFORE,**

**BE IT RESOLVED:**

that the Board of Education of the Chippewa Valley School District not only on their behalf, but also that of the Superintendent of Schools and the Administration, extend their thanks and appreciation for a job well done as well as best wishes for the future.

**BE IT FURTHER  
RESOLVED:**

that this resolution, having been adopted by the Board of Education of the Chippewa Valley School District on the **17th day of April 2023** be made a permanent part of the records of this School District and a copy sent to **Kathleen Taylor** as an expression of our appreciation.

## RESOLUTION

**WHEREAS:** **Mary Kleiner** has served the Chippewa Valley School District faithfully and diligently for a period of twenty-five years in the parapro and clerical unit.

**WHEREAS:** **Mary Kleiner** through her leadership, has had a positive impact on the staff, students and the community.

**WHEREAS:** **Mary Kleiner**, a conscientious, loyal, hardworking employee has elected to retire; and

**WHEREAS:** **Mary Kleiner** will be missed by all her school colleagues,

**NOW, THEREFORE,**

**BE IT RESOLVED:**

that the Board of Education of the Chippewa Valley School District not only on their behalf, but also that of the Superintendent of Schools and the Administration, extend their thanks and appreciation for a job well done as well as best wishes for the future.

**BE IT FURTHER**

**RESOLVED:**

that this resolution, having been adopted by the Board of Education of the Chippewa Valley School District on the **17th day of April 2023** be made a permanent part of the records of this School District and a copy sent to **Mary Kleiner** as an expression of our appreciation.

F. Old Business

G. New Business

- |  |               |
|--|---------------|
| 1. Approve Change Order Summary Report - January to March 2023 | Mr. Sederlund |
| 2. Award Contract – High School Scoreboard Installation        | Mr. Sederlund |
| 3. Approve Student Laptops and Carts Contract                  | Mr. Sederlund |
| 4. Approve Purchase of School Bus Video System                 | Mr. Sederlund |
| 5. Approve Math Software License and Support                   | Mr. Sederlund |

**MEMORANDUM**

**G.1 Approve Change Order Summary Report – January-March 2023 Mr. Sederlund**

RECOMMENDED MOTION: “That the Chippewa Valley Schools Board of Education approve the 2018 Bond Issue Change Order Summary Report for the months of January to March 2023.”

RATIONALE: This work consists of changes to existing contracts for the purpose of owner requested work, deducts, code compliance, or hidden conditions on the construction and equipment projects. All amounts are within the contingency budget allocation.

This report was reviewed with the Building and Site Sub-Committee on Monday, April 17, 2023, and funding will come from the 2018 Building and Site Fund.

**CHIPPEWA VALLEY SCHOOLS**  
**2018 Bond Issue Program**

**CHANGE ORDER SUMMARY #34**

**January-March 2023**

B.P.	PROJECT	CONTRACTOR	DESCRIPTION	AMOUNT
<b>Contingency (design revision, owner request, hidden condition)</b>				
4	Cheyenne Elementary	Shoreview Electric	furnish & install 18 anti-tamper covers for new fire alarm devices	\$4,159.61
4	Cheyenne Elementary	Shoreview Electric	add 4 smoke detectors at corridor doors per Office of Fire Safety inspection	\$2,032.52
4	Sequoyah Elementary	BJ Construction	add pipe enclosure for supply/drain lines for new water bottle fill stations on 2nd floor	\$753.13
4	Fox & Mohawk Elementary	BJ Construction	add stairs with handrail on roof at elevation transitions per the State building inspector	\$2,010.00
5	Chippewa Valley High School	BNE Masonry	credit for thin brick on wall of café in media center	(\$17,659.00)
5	Chippewa Valley High School	BJ Construction	provide finish drywall surface in media center new café space	\$1,250.00
5	Chippewa Valley High School	AmMex Painting	paint walls in media center new café space	\$1,310.00
5	Chippewa Valley High School	AmMex Painting	additional painting of existing columns, walls, exterior stripe due to media center remodeling	\$8,000.00
5	Chippewa Valley High School	FloorCraft Floor Covering	replace the carpet at the entry of the media center with vinyl tile	\$6,355.00
5	Dakota High School	FloorCraft Floor Covering	replace the carpet at the entry of the media center with vinyl tile	\$3,836.00
5	Dakota High School	BJ Construction	credit for archway architectural feature in media center	(\$8,494.00)
5	Dakota High School	Shoreview Electric	credit for adding outlets and lighting in media center	(\$4,456.00)
A 5	Dakota High School	BJ Construction	build office for additional counselor	\$12,588.75
5	Dakota High School	AmMex Painting	paint new counselor office walls	\$1,300.00
4	Dakota High School	Brenner Electric	relocate 3 pump control panels per electrical inspector	\$2,450.00
4	Dakota High School	Watson Brothers	rewire 3 pump control panels to new location per electrical inspector	\$3,753.00
4	Dakota High School	BJ Construction	replace electrical room door hardware per electrical inspector (change to panic egress hardware)	\$2,818.75
				<b>\$22,008</b>
<b>TOTAL AMOUNT OF SUMMARY</b>				<b>\$22,008</b>

<b>Construction Contingency Budget:</b>	<b>\$3,332,658</b>
Previous Construction Contingency Costs:	\$700,412
Current Construction Contingency Costs:	\$22,008
<b>Transfer to cover BP4 (2022) projects</b>	<b>\$1,400,000</b>
<b>Construction Contingency Balance:</b>	<b>\$1,210,238</b>
Contingency Balance Remaining:	36.3%
Balance of Projects Remaining to Complete:	24.5%

**Notes:**

C.O. Summary #33 included a deduct change order for BJ Construction for (\$5,429) to reconcile 2 previous change orders. This is a combination of (\$6,936) credit to void out a change order from C.O. Summary 25 and \$1,507 add back in from C.O. Summary 32.



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## MEMORANDUM (A)

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### BARTON MALOW

DATE March 23, 2023

TO Scott Sederlund, Chippewa Valley Schools

FROM Jeff Atkins, Barton Malow Builders

RE Chippewa Valley Schools  
2018 Bond Program  
Bid Pack No. 5 - Dakota High School  
Construct additional office space

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Barton Malow has reviewed the proposal from the contractor listed below to build an additional counseling office at Dakota High School. The additional office space is needed to provide privacy for an additional counselor. It is the recommended motion that the Board of Education approves a change order to the existing contract as presented.

Bid Category	Contractor	Amount
060000- General Trades	BJ construction	\$12,588.75

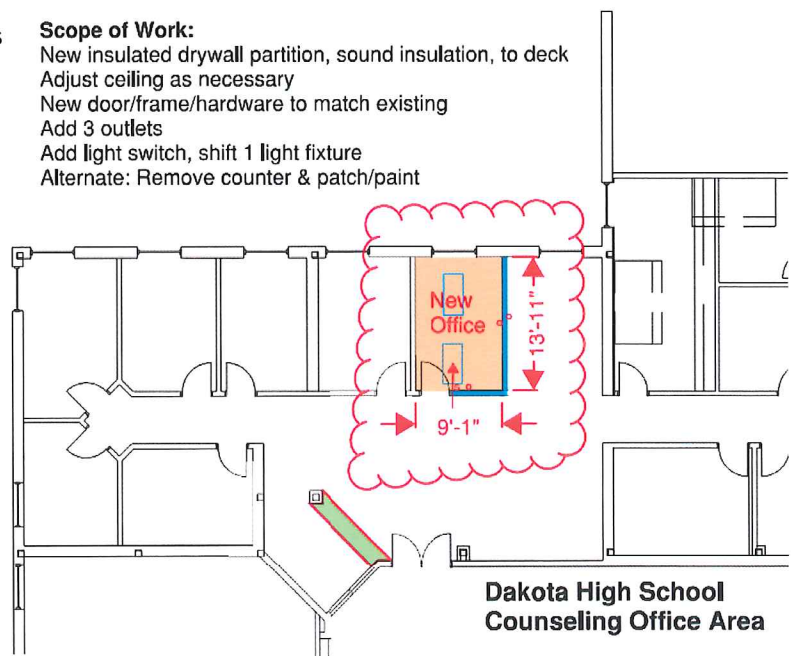
The additional office will be built in an open clerical space to match the other existing counseling offices (see sketch below). The contractor working on the media center remodeling will complete the work while on site this summer. This additional work is within the contingency budget for the bond program.

Please feel free to contact me at [jeff.atkins@bartonmalow.com](mailto:jeff.atkins@bartonmalow.com) or 586-615-1332 if you should have any questions or comments regarding this recommendation.

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COPY: Ken Hauer, Chippewa Valley Schools  
Brian Smilnak, Wakely Associates  
Bruce Binning, Barton Malow  
File

**Scope of Work:**  
New insulated drywall partition, sound insulation, to deck  
Adjust ceiling as necessary  
New door/frame/hardware to match existing  
Add 3 outlets  
Add light switch, shift 1 light fixture  
Alternate: Remove counter & patch/paint



REGULAR MEETING

April 17, 2023  
6:30 p.m.

**MEMORANDUM**

**G.2 Award Contract – High School Scoreboard Installation**

**Mr. Sederlund**

RECOMMENDED MOTION: “That the Chippewa Valley Schools Board of Education award a contract totaling \$129,000.00 to Shoreview Electric for the installation of new scoreboards at both high schools.”

RATIONALE: This project includes removing the existing stadium scoreboards at Chippewa Valley High School and Dakota High School and installing the new scoreboards that the district previously purchased.

Funding will come from 2018 Bond. These projects are scheduled to completed by August 11, 2023.

This information was reviewed with the Building & Site Sub-Committee on Monday, April 17, 2023.

# Barton Malow

April 10, 2023

Mr. Scott Sederlund  
Assistant Superintendent of Business and Operations  
Chippewa Valley Schools  
19120 Cass Avenue  
Clinton Township, Michigan 48038  
Email: [ssederlund@cvs.k12.mi.us](mailto:ssederlund@cvs.k12.mi.us)

Subject: Chippewa Valley Schools  
Bid Package No. 5B: High School Stadium Scoreboard Installation  
Award Recommendation

Dear Mr. Sederlund,

Representatives from Barton Malow and Wakely Associates evaluated the bid proposals for Bid Package 5B – High School Stadium Scoreboard Installation. This project includes removing the existing stadium scoreboards at Chippewa Valley High School and Dakota High School and installing the new scoreboards that the district previously pre-purchased. It is the recommended motion that the Chippewa Valley Schools Board of Education awards the following contract as presented:

<u>Bid Category</u>	<u>Contractor</u>	<u>Amount</u>
050000 Scoreboard Installation	Shoreview Electric, Clinton Twp	\$129,000

This project was advertised in the local paper, State website, and posted online on Building Connected during the month of March 2023. Multiple bids were received on March 31, 2023. A post-bid review was conducted with the apparent low bidder and everything was found to be in order. The above contractor is the low, qualified bidder.

The project will begin in the Spring of 2023 and be complete in August 2023. The bid tabulation is attached for review.

Please feel free to contact me at 586-615-1332 or [jeff.atkins@bartonmalow.com](mailto:jeff.atkins@bartonmalow.com) if you have any questions or comments regarding this award recommendation.

Sincerely,  
**BARTON MALOW BUILDERS**

  
Jeff Atkins  
Project Executive

copy: Ken Hauer – Chippewa Valley Schools  
Brian Smilnak – Wakely Associates  
Bruce Binning, Austin Hickner – Barton Malow

Attachment(s): bid tabulation form

**CHIPPEWA VALLEY SCHOOLS  
2018 BOND PROGRAM  
BP5B 2023 PROJECTS  
BID TABS**

**BID OPENING: 3/31/23 at 1:00 pm**

Contractor	Base Bid	Bid Bond	Bid Forms	Addendum(s) 1&2	Comments
<b>050000 - SCOREBOARD INSTALLATION</b>					
Shoreview Electric Co.	\$129,000.00	Y	Y	Y	Award Recommendation
Commercial Construction Inc.	\$152,000.00	Y	Y	Y	
Innovated Energy Controls	\$208,370.00	Y	Y	Y	included electrical work
Megallft	late bid				\$154,702.30
Allied Signs	no bid				project is too big
Men of Steel	no bid				Do not want to do concrete work
Judd	no bid				

REGULAR MEETING

April 17, 2023  
6:30 p.m.

**MEMORANDUM**

**G.3 Approve Student Laptops and Carts Contract**

**Mr. Sederlund**

RECOMMENDED MOTION: “That the Chippewa Valley Schools Board of Education approve a contract totaling \$2,260,707.07 to People Driven Technology, Inc., for new student laptops and carts.”

RATIONALE: This project includes the purchase, installation, and integration of 85 managed laptop carts and laptops for the elementary school’s district wide. The laptops and carts will be deployed to the K-2 classrooms.

The bid pricing was reviewed and approved by the Technology Services Department and Technology Sub-Committee. Funding will be allocated between the 2018 Bond Fund (\$2,087,247.47) and the General Fund (\$173,459.60) for this purchase.



**Metro Technology Services IT, Inc.**  
59 North Walnut Street, Suite 202  
Mount Clemens, MI 48043  
Phone: (586) 203-8423

**Chippewa Valley Schools**  
BP 19-T12 Letter of Recommendation  
April 10, 2023

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Ms. Sarah Monnier-White  
Director of Information Technology  
Chippewa Valley Schools  
19120 Cass Avenue  
Clinton Township, MI 48038

Re: Chippewa Valley Schools  
2018 Bond Issue  
BP 19-T12 – Student Laptops & Classroom Charging Carts

Dear Ms. Monnier-White,

Metro Technology Services, along with Chippewa Valley Schools' staff, have evaluated the bid proposals for Bid Package 19-T12 – Student Laptops & Classroom Charging Carts.

The bid package provided for two separate scopes of work:  
BP19-T12 – 17230 (A) – Student Laptops (3,500)  
BP19-T12 – 17230 (B) – Classroom Charging Carts (85)

Section 17230 (A) includes the acquisition and implementation of 3,500 Student Laptops for 12 elementary schools. The Base Bid includes imaging, installation of laptops into charging carts, extended battery service, and five-year mail-in and accidental warranty. In addition, removal/data-wipe/recycling of previous equipment is included.

We received five bid responses for Section 17230 (A). We recommend accepting the base bid from the qualified low bidder, People Driven Technology, Inc. This purchase will be paid using 2018 bond funds. Due to the necessary transition to one-to-one learning, some bond funds were reallocated to cover this additional student laptop purchase.

This recommended solution remains within the 2018 Bond budget:

<b>Bid Category</b>	<b>Scope</b>	<b>Vendor</b>	<b>Contract Amount</b>
Base Bid 17230 (A)	Student Laptops	People Driven Technology, Inc.	<u>\$ 2,087,247.47</u>
		<b>Total Contract Award:</b>	<b>\$ 2,087,247.47</b>

Section 17230 (B) includes the purchase and deployment of 85 mobile classroom charging carts to house the student laptops provided for in Section 17230 (A). The base bid includes 85 carts that can house up to 36 laptops each and are pre-wired with USB-C charging cables. The bid includes a five-year mechanical and three-year electrical warranty. These carts will be deployed to K-2 classrooms at each elementary district-wide.

We received six bid responses for Section 17230 (B). We recommend accepting the lowest qualified bid from People Driven Technology, Inc. This purchase will be accounted for from the 2023-2024 operational budget. Carts will not be received prior to July 1, 2023, and are expected to be able to be deployed for the start of the 2023-24 school year.

Metro Technology Services IT, Inc.  
59 North Walnut Street, Suite 202  
Mount Clemens, MI 48043  
Phone: (586) 203-8423

It is recommended that the Chippewa Valley Schools' Board of Education award the contract as presented:

<b>Bid Category</b>	<b>Scope</b>	<b>Vendor</b>	<b>Contract Amount</b>
Base Bid 17230 (B)	Classroom Charging Carts	People Driven Technology, Inc.	\$ 173,459.60
<b>Total Contract Award:</b>			<b>\$ 173,459.60</b>

A bid tabulation and unit pricing sheet are attached herewith.

Please feel free to contact me at (248) 212-4532 if you should have any questions or comments regarding this award recommendation.

Sincerely,

Angela Fucich  
Metro Technology Services IT, Inc.

cc: Scott Sederlund, Chippewa Valley Schools  
Tom Giachino





Client Name: Chippewa Valley Schools  
 Bid Package Name: Student Laptops & Classroom Carts  
 Bid Package Number: 19-T12  
 Bid Section: 17230 (A) & 17230 (B)  
 Bid Package Due Date: Thursday, March 23, 2023 at 2:00PM

Bidder's Contact Information	Bid Amount	Comments/Notes
<b>Yeo and Yeo Technology</b> 5300 Bay Rd, Ste 200 Saginaw, MI 48604	17230 (A): \$3,591,500.00	Bid Bond/Security Yes
	17230 (B): \$257,225.00	Familial Disclosure Yes
		Asbestos Notification Yes
		Iran Sanctions Affidavit Yes
		Criminal Background Check Yes
		Addendum 1 Yes
<b>Sehi Computer Products Inc.</b> 2930 Bond Street Rochester Hills, MI 48309	17230 (A): \$4,010,835.00	Bid Bond/Security Yes
	17230 (B): \$235,214.90	Familial Disclosure Yes
		Asbestos Notification Yes
		Iran Sanctions Affidavit Yes
		Criminal Background Check Yes
		Addendum 1 Yes
<b>Trafera, LLC</b> 2550 University Ave W, Ste 315-S Rochester Hills, MI 48309	17230 (A): \$4,322,642.90	Bid Bond/Security Yes
	17230 (B): \$111,209.90	Familial Disclosure Yes
		Asbestos Notification Yes
		Iran Sanctions Affidavit Yes
		Criminal Background Check Yes
		Addendum 1 Yes
<b>Bluum of Minnesota, LLC</b> 1771 Energy Park Dr, Ste 100 St. Paul, MN 55108	17230 (A): NO BID	Bid Bond/Security Yes
	17230 (B): \$191,270.41	Familial Disclosure Yes
		Asbestos Notification Yes
		Iran Sanctions Affidavit Yes
		Criminal Background Check Yes
		Addendum 1 Yes
<b>Virtucom, Inc.</b> 1 Sun Ct NW Peachtree Corners, GA 30092	17230 (A) #1: \$3,787,500.00	Bid Bond/Security Yes
	17230 (B) #1: \$216,775.00	Familial Disclosure Yes
	17230 (A) #2: \$2,923,000.00	Asbestos Notification Yes
	17230 (B) #2: \$216,775.00	Iran Sanctions Affidavit Yes
	17230 (A) #3: \$3,052,500.00	Criminal Background Check Yes
	17230 (B) #3: \$216,775.00	Addendum 1 No
	17230 (A) #4: \$3,329,000.00	
	17230 (B) #4: \$216,775.00	
<b>People Driven Technology, Inc.</b> 39205 Country Club Dr, Ste C-16 Farmington Hills, MI 48331	17230 (A): \$2,087,247.47	Bid Bond/Security Yes
	17230 (B): \$173,459.60	Familial Disclosure Yes
		Asbestos Notification Yes
		Iran Sanctions Affidavit Yes
		Criminal Background Check Yes
		Addendum 1 Yes

Bid Tabulation Completed By: Ken Wosik  
 Date Completed: 3/23/2023





Item	Reference #	Description	Quantity	Unit Price	Extended
<b>Base Bid Section 17230 (A) Student Laptops</b>					
Latitude 3420	3000147991743.1	Dell Latitude 3420: Intel i5-1135G7, 8GB RAM (1x8GB), M.2 256GB PCIe NVMe Class 35 Solid State Drive, 14.0" HD (1366x768) Non-Touch display with camera and microphone, 4-Cell 54 Whr Battery, 65-Watt USB-C AC Adapter, Intel WiFi 6 AX201 2x2 802.11AX, RJ45, HDMI, (1) USB-C, (3) USB, MS Windows 10/11 Pro, Dell Five-Year Mail-In Service, Dell Extended Battery Service for years 2 and 3, Dell Five-Year Accident Protection.	3500	\$551.25	\$1,929,375.00
Services		PDT Deployment/Recycling Services- Image laptops (3500), asset tag laptops (3500), place (3060) laptops in (85) carts, deliver to 12 Elementary Schools, deliver remaining 440 spare laptops to admin building. Collect, data wipe, and recycle/dispose of approximately (2400) Dell Latitude 3340 laptops and (81) Dell carts	3500	\$32.00	\$112,000.00
		Owner Allowance	1	\$25,000.00	\$25,000.00
Subtotal					\$2,066,375.00
Performance Bond		Performance and Payment Bonds			\$20,872.47
<b>Total 17230 (A)</b>					<b>\$2,087,247.47</b>
<b>Base Bid Section 17230 (B) – Classroom Charging Carts</b>					
Latitude 3420	3000147992935.1	Dell Mobile Computing Cart Unmanaged CMPCT36: Dell Compact USB-C Charging Cart – 36 Devices (Prewired for USB-C laptops)	85	\$1,785.00	\$151,725.00
		Owner Allowance	1	\$20,000.00	\$20,000.00
Subtotal					\$171,725.00
Performance Bond		Performance and Payment Bonds			\$1,734.60
<b>Total 17230 (B)</b>					<b>\$173,459.60</b>

**MEMORANDUM**

**G.4 Approve Purchase of School Bus Video System**

**Mr. Sederlund**

RECOMMENDED MOTION: “That the Chippewa Valley Schools Board of Education approve Pro-Vision Video Systems for the purchase of a new bus camera and video system for a total of \$252,039.66. This contract includes the purchase, installation, and warranty of the HD Ultra Low Profile Camera Systems, 5-year cloud licenses, and training.”

RATIONALE: Aggressive pricing was obtained through the TIPS national cooperative bid contract #210801. In accordance with State law and the Board Policy for Cooperative Purchasing (#6440), cooperative purchasing enables this aggregation of purchases from schools nationwide in joint ventures that maximizes value for each dollar spent.

The TIPS pricing was reviewed and approved by the Transportation and Business Offices. Funding will come from the 2018 Bond for this purchase.

TIPS/TAPS CONTRACTS

**Chippewa Valley Schools**  
19120 Cass Ave., Clinton Twp., MI

**TIPS Contract #210801**

The Interlocal Purchasing System (TIPS) is sponsored by the Region VIII Education Service Center (ESC8) located at 4845 US Highway 271 North, Pittsburg, Texas (Camp County) and is governed by the Region 8 ESC Board of Directors. The Interlocal Purchasing System is available for use by all public and private schools, colleges, universities, cities, counties, and other government entities. All awarded contracts through the TIPS program have been awarded under the Competitively Bid Process and received a Contract from TIPS Governing Board of Directors. The below quotation is based on the product requested under contract number TIPS #210801

MFG	Part Number	Description	QTY	Price	Ext Price
Pro-Vision	DVR-908LP4-256	1080P HD Hybrid Base KIT with (4) Ultra Low Profile Camera Kits [256GB]	71	\$1,481.63	\$105,195.73
Pro-Vision	DVR-922	1080P AHD Dash Camera Kit	71	\$239.80	\$17,025.80
Pro-Vision	DVR-920	AHD 1080p Exterior Side Camera Kit	142	\$239.80	\$34,051.60
Pro-Vision	Conn-3YR	3-Year License Connect Software	71	\$229.59	\$16,300.89
Pro-Vision	PV-Install	Professional Installation	71	\$1,113.27	\$79,042.17
Pro-Vision	Freight	Standard UPS Shipping	1	\$423.47	\$423.47
				<b>Total</b>	<b>\$252,039.66</b>

\* Pricing does not include any state or local taxes  
 \*\* Discounted pricing based on a combination of all equipment and services.

**Contact Information for TIPS Contract #210801**

**Supplier Contact Information**  
Pro-Vision Video Systems  
8625 Byron Commerce Dr. S.W.  
Byron Center, MI 49315  
1.800.576.1126

March 29<sup>th</sup>, 2023



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## Chippewa Valley Schools Transportation Department

**To:** Scott Sederlund, Asst. Superintendent of Business/Operations  
**From:** Tracy Chapman, Director of Transportation  
**Date:** April 11, 2023  
**RE:** School Bus Cameras

Chippewa Valley Schools currently has three different camera systems in our buses. All of them are older technology and an antiquated track tape system. As new buses were ordered, different camera systems were installed as replacements and technology moved forward in the industry.

Over the past several months, we have encountered multiple failures in our old camera systems when trying to retrieve video of incidences that occurred or alleged on or around our school buses. None of the concerns can be proven or dispelled with factual video evidence as the tapes or camera system was defective.

And when the cameras do work, the videos are often grainy, very difficult to use, and there is a lag time waiting for a bus to arrive back to base to retrieve and replace the tape for a supervisor to review is extremely cumbersome.

We reviewed three different bus video systems and ProVision Video Systems is the best solution for Chippewa Valley. Provision is an industry-leader and provides the most up-to-date technology on the market for school buses. The ProVision System utilizes:

1. A Wi-Fi system so there is no longer a tape.
2. Real-time data monitoring.
3. The video downloads as soon as a bus nears a Wi-Fi area.
4. The system is very user friendly.
5. HD dual lens stop arm camera will automatically detect and record vehicles illegally passing a school bus.
6. There will be a camera placed forward facing to view oncoming traffic for collision detection which will benefit CVS to allow our staff to rely on video evidence rather than opinion in an accident.

Accordingly, I am recommending that we purchase the ProVision Video Systems for our transportation bus fleet of approximately 71 buses. Thank you for your time and consideration.

REGULAR MEETING

April 17, 2023  
6:30 p.m.

**MEMORANDUM**

**G.5 Approve Math Software License and Support**

**Mr. Sederlund**

RECOMMENDED MOTION: “That the Chippewa Valley Schools Board of Education approve DreamBox Learning for a 12-month contract of \$141,343 for software licensing, subscription, and professional development to support elementary level math goals.”

RATIONALE: Program includes 6,100 elementary student licenses, 5 on-line professional development sessions, and 350 instructional seats for DreamBox University for teachers to review virtual training modules.

Funding will come from the CVS Student Intervention Fund for this instructional purchase.





## DreamBox Software and Services Agreement CHIPPEWA VALLEY SCHOOLS

777 108<sup>th</sup> Ave. NE, Suite 2300  
 Bellevue, WA 98004-5149  
 Phone: 877.451.7845  
 Fax: 425.484.6476  
 schools@dreambox.com  
 www.dreambox.com

**Order Form #: DB052298858**

**Order Form Valid Until: Apr. 28, 2023**

Order Form		
<b>Customer:</b> CHIPPEWA VALLEY SCHOOL DIST	<b>Service Start Date:</b> 05-06-2023  <b>Service End Date:</b> 05-05-2024	<b>Subscription Period:</b> 12 Months
<b>Customer's Point of Contact:</b> Name: Nicole Faehner Title: Director of State and Federal Programs Phone: 586-723-2020 E-Mail: nfaehner@cvs.k12.mi.us	<b>Customer's Billing Address:</b> Attn: Nicole Faehner 19120 CASS AVENUE CLINTON TOWNSHIP, MI 48038	<b>Agreement Prepared By:</b> Lindsey Hackbarth Title: Regional Sales Director Phone: 513-913-8133 E-Mail: lindsey.hackbarth@dreambox.com
Pricing		
Software and Services	Quantity	Price
<b>Dreambox Learning Math – Advanced</b> <i>24/7 Access for K-5 Teachers and Students to DreamBox Math including new for BTS 23-24 SY - Launch Pad (initial placement experience) &amp; growth report</i>	6100	\$133,468.00
<b>Professional Development Services</b> <i>Virtual PD Bundle (5 Webinars + DBL University for ALL) to support continued use w/ fidelity in the 23-24 SY</i>	1	\$7,875.00
Subtotal:		\$141,343.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$0.00
<b>Total:</b>		\$141,343.00

Invoicing and Payment Terms					
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule		
Term Length (months):12 Total Fees: \$141,343.00	\$141,343.00	7/1/2023	7/31/2023		
<b>Payment Options</b> - To pay by purchase order, please email your purchase order to <a href="mailto:schools@dreambox.com">schools@dreambox.com</a> or fax your purchase order to 425-484-6476. - To pay by credit card for <b>Order Forms totaling less than \$8,000.00</b> , please <a href="#">Click Here</a> . Please consult the Dreambox <a href="#">Billing FAQ page</a> if you have questions regarding payment. - As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at <a href="mailto:Accountsreceivable@dreambox.com">Accountsreceivable@dreambox.com</a> should your banking institution require additional information from us for processing payments.  <b>***Please note changes below to ACH and Drop Box changes effective November 1, 2022***</b>  <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align:top;"> <b>Please remit via ACH (preferred) to:</b>  <b>DreamBox Learning, Inc.</b>  <b>PNC Bank</b>  <b>Routing #: 031207607</b>  <b>Account #: 8026515017</b> </td> <td style="width:50%; vertical-align:top;"> <b>Check Payments can be mailed to:</b>  <b>DreamBox Learning, Inc.</b>  <b>P.O. Box No. 778853</b>  <b>Chicago, IL 60677-8853</b> </td> </tr> </table> <p style="text-align:center;">Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at <a href="mailto:accountsreceivable@dreambox.com">accountsreceivable@dreambox.com</a>.</p>				<b>Please remit via ACH (preferred) to:</b> <b>DreamBox Learning, Inc.</b> <b>PNC Bank</b> <b>Routing #: 031207607</b> <b>Account #: 8026515017</b>	<b>Check Payments can be mailed to:</b> <b>DreamBox Learning, Inc.</b> <b>P.O. Box No. 778853</b> <b>Chicago, IL 60677-8853</b>
<b>Please remit via ACH (preferred) to:</b> <b>DreamBox Learning, Inc.</b> <b>PNC Bank</b> <b>Routing #: 031207607</b> <b>Account #: 8026515017</b>	<b>Check Payments can be mailed to:</b> <b>DreamBox Learning, Inc.</b> <b>P.O. Box No. 778853</b> <b>Chicago, IL 60677-8853</b>				

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC.

CUSTOMER: CHIPPEWA VALLEY SCHOOLS

Signature:



Signature:

Name:

Paul Marvin

Name:

Title:

Interim Chief Financial Officer

Title:

Date:

## TERMS AND CONDITIONS

**1. DreamBox Learning, Inc.** (“DreamBox Learning”) offers software products and services that provide personalized math and reading instruction in an engaging environment for students (“DreamBox Math,” “DreamBox Reading” (formerly known as “Reading Plus”), and “Reading Park” respectively). DreamBox Math provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, which is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. Reading Plus introduces and builds the silent reading skills students need to become proficient independent learners. It focuses on vocabulary, comprehension, and fluency development, and it includes a highly reliable assessment that can be used as a screener, placement test, and measure of growth. As an intervention and instruction program, Reading Plus adapts automatically to each student’s changing needs, ensuring individualized learning paths lead toward reading proficiency. The program includes an extensive library of engaging texts, rigorous comprehension tasks, evidence-based writing in a built-in portal, a patented Guided Window for fluency development, a variety of scaffolds, and numerous materials for teacher-led instruction. Reading Park develops the critical foundational skills young learners need to become independent readers by providing lessons designed to develop phonemic awareness and phonics, as well as introducing fluency, vocabulary, and comprehension skills. The program guides students toward successful and productive reading through a playful, engaging learning environment. Reading Park’s unique combination of in-lesson and between-lesson adaptations offers personalized and effective technology-driven instruction by adjusting lessons in real time to ensure individual learning needs are addressed in the moment. Its continuous embedded assessment allows the program to determine the appropriate sequencing of the next lesson. Both Reading Plus and Reading Park are research-based programs grounded in the science of reading. DreamBox Learning’s software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the “Agreement”). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form (“you” or “Customer”). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the “Software and Services”). This Agreement comprises the attached order form (the “Order Form”) and these terms and conditions (the “Terms and Conditions”), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

## 2. CUSTOMER ACCOUNT

**2.1 Access.** These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the “Software”) and the services provided by DreamBox Learning to you in connection therewith (the “Services”). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the “Customer Account”). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

**2.2 Updates; Enhancements.** At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, “Updates”). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer’s access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning’s reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

**2.3 License.** Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicenseable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes. All Software and Services are provided as-is and the license to those Software and Services are to the [full content offering](#) with no customizations.

**2.4 Protections Against Unauthorized Use.** You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 2.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning’s advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

**2.5 End Users’ Compliance with Website Terms of Use.** You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning’s Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

**2.6 Reservation of Rights.** The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and



proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

### **3. PAYMENT**

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

### **4. SERVICES**

**4.1 Delivery.** Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized within 12 months of the Order Form Contract Start Date. Professional Development not utilized within 12 months of the Order Form Contract Start Date will be forfeited.

#### **4.2 Cancellation.**

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

### **5. TERM AND TERMINATION**

**5.1 Term.** This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 5.2, 5.3, and/or 5.4 below (the "**Term**"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

**5.2 Subscription Period.** The "**Subscription Period**" will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "**Renewal Period**".

**5.3 Termination without Cause.** Neither party may terminate this Agreement without cause. For termination for cause, see Section 5.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

**5.4 Termination or Suspension for Cause.** Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

**5.5 Survival.** Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 2.4, 2.5, 2.6, 5.5, and 7 survive termination or expiration of this Agreement.

### **6. PRIVACY**

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time ("**FERPA**"), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("**PII**"), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning's computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices,

privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning's privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian. DreamBox Learning's full Privacy Policy is available at <http://www.dreambox.com/privacy-policy>.

## **7. NOTICE**

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, (c) sent by overnight air courier, or (d) sent by email to [legal@dreambox.com](mailto:legal@dreambox.com), in each case properly posted and fully prepaid to the address or email address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

## **8. WARRANTY**

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

## **9. MISCELLANEOUS**

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 5.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. In no event will the aggregate liability of DreamBox Learning and its licensors, service providers, and suppliers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to DreamBox Learning under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

## H. Union Communications

## I. Curriculum Updates

J. Administrative Reports

- Mental Health Update

K. From the Community

L. Of and By Board Members

M. Executive Session – (8.b. – Student Expulsion Hearing-1)

N. Executive Session – (8.b. – Student Expulsion Hearing-2)

O. Executive Session – (8.c. – Negotiations)

P. Adjournalment