YPSILANTI
COMMUNITY SCHOOLS

Monday, November 28, 2016
6:30 p.m. – Regular Meeting

YCS Board of Education Meeting
YCS Central Office * 1885 Packard Road * Ypsilanti, MI 48197 * (734)221-1230

AGENDA

I. CALL TO ORDER
PLEDGE OF ALLEGIANCE: *Perry ELC Students – Dr. Connie Thompson, Principal*
ACHIEVEMENTS, AWARDS AND RECOGNITION

II. ACCEPTANCE OF AGENDA

III. 2015/16 ANNUAL FINANCIAL AUDIT
David Fisher, CPA - Rehmann Robson

IV. PUBLIC COMMENTS #1

V. CONSENT AGENDA (Enc. #5)
- A. November 15, 2016 Special Meeting Minutes
- B. November 15, 2016 Joint Meeting Minutes, *YCS Board of Education & Ypsilanti City Council*
- C. New Hires & Resignations

VI. ACTION ITEMS

A. Student Affairs
- i. Michigan Dep't. of Health & Human Services Contract, *Social Worker* (Enc. #6A.i)
- ii. Cultural Proficiency Training MOU, *Dr. Shayla Griffin* (Enc. #6A.ii)
- iii. Field Trip, *YCHS Science Club* (Enc. #6A.iii)

B. Business/Finance
- i. Musical Instruments Purchase, *Meridian Winds* (Enc. #6B.i)
- ii. George School Lease Agreement, *WISD* (Enc. #6B.ii)

VII. PUBLIC COMMENTS #2

VIII. BOARD/SUPERINTENDENT COMMENTS

IX. ADJOURNMENT

Enclosure #5
APPROVAL OF CONSENT AGENDA
Meeting of 11/28/16

Presented by ***Benjamin Edmondson***
Prepared by ***Paula Gutzman***

☐ *Discussion* ☐ *Action – Roll Call* ☒ *Action – Voice* *Ayes*_____ *Nays*_____		Meredith Schindler	Maria Sheler-Edwards	Sharon Lee	Sharon Irvine	Celeste Hawkins	Ellen Champagne	Brenda Meadows
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

a. Consent Agenda
   1. November 15, 2016 Special Meeting Minutes
   2. November 15, 2016 Joint Meeting Minutes, *YCS Board of Education & Ypsilanti City Council*
   3. New Hires
   4. Resignations

Proposed Motion

" .... move that the Board of Education approve the following:

1) ***November 15, 2016 special meeting minutes;***
2) ***November 15, 2016 joint meeting minutes,*** *YCS Board of Education & Ypsilanti City Council;*
3) ***the personnel matters as per the attached list dated November 17, 2016: New Hires and Resignations."***

Budget Impact: ☐ None ☒ As follows:

Most Are Replacements
Title I
General Fund

Attachments:

☒ **Enclosed** ☐ **Issue Study Enclosed** ☐ **To Be Distributed at Meeting** ☐ **None**

MINUTES: SPECIAL MEETING/STUDY SESSION OF THE BOARD OF EDUCATION

Tuesday, November 15, 2016 *(Meeting #1 of 2)*

The ***Special Meeting*** of the Ypsilanti Community Schools Board of Education was called to order by President Sharon Irvine at 5:30 p.m.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

Meredith Schindler, Maria Sheler-Edwards *(5:39 arrival)*, Sharon Lee *(5:37 arrival)*, Sharon Irvine, Celeste Hawkins *(5:39 arrival)*, Ellen Champagne, Brenda Meadows

MEMBERS OF THE BOARD OF EDUCATION ABSENT: *None*

ACCEPTANCE OF AGENDA: Accepted as Presented

Motion by Trustee Schindler, supported by Trustee Champagne
Action Recorded: 4/Yes; 0/No

PUBLIC COMMENTS: *None*

FACILITIES REPORT

2017/18 MIDDLE SCHOOL TRANSITION PLANNING REPORT

Superintendent Dr. Benjamin Edmondson, Director of Staffing, Student Affairs & Teacher Retention Laura Frey-Greathouse, Director of Secondary Education Linda Kuzon and Director of Facilities Steve Burgess gave a presentation on the 2017/18 middle school transition planning. In February 2016, our Facilities Advisory Board (FAB) recommended combining our middle school programs in Fall 2017. Discussion of a parent survey planned for distribution at parent/teacher conferences to help guide this process. Superintendent Edmondson shared plans for December visits to Michigan sites with consideration of "best practices". This is a great opportunity to redesign.

Discussion that the Board has not yet voted on moving Estabrook's middle school students. It was suggested this survey be designed to ask for input around "helping us with this consideration". This survey was tabled due to unanswered Board questions.

Conversation of the small learning community (SLC) model. Last year, budget cuts impacted SLCs.

Steve Burgess shared drawings have been submitted to the State for the West Middle School labs. A RFP will be done, which is a timed response. We are waiting for the Kingscott architect to complete the drawings so we can move forward. Steve is hopeful for a mid-January approval. February is the anticipated start date.

Discussion on Balanced Calendar at Holmes Elementary and Ford Elementary Learning Center. A survey is scheduled for distribution tomorrow. We would need to reapply if plans are to continue with this calendar.

DISTRICT TURNAROUND NETWORK (DTN) REPORT

Director of Elementary Education Karla Graessley gave a brief presentation due to time constraints. This committee meets weekly on Mondays from 10:00 a.m. - 12:00 noon.

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CONSENT AGENDA

MOTION TO approve the following: 1) October 24, 2016 student discipline hearing meeting minutes; 2) October 24, 2016 closed session meeting minutes; 3) October 24, 2016 study session meeting minutes; 4) October 24, 2016 regular meeting minutes; 5) November 1, 2016 special meeting minutes; 6) November 1, 2016 closed session meeting minutes, and; 7) the personnel matters as per the attached list dated November 9, 2016: New Hires and Resignations.

Motion by Trustee Champagne, supported by Vice-President Hawkins
Action Recorded: 7/Yes; 0/No

ACTION ITEMS, Other

MOTION TO approve the snow removal contract with Salient Landscaping for a contract period of November 16, 2016 - April 30, 2017 for tiered pricing amounts defined below. *(See motion sheet for amounts.)*

Motion by Trustee Schindler, supported by Trustee Champagne
Roll Call Vote: 7/0 Yes
Yes: Trustee Schindler, Trustee Sheler-Edwards, Trustee Lee, President Irvine, Vice-President Hawkins, Trustee Champagne, Trustee Meadows

BOARD SUB-COMMITTEE REPORTS: *None*

BOARD/SUPERINTENDENT COMMENTS: *Moved due to time constraints; will address at 7:00 joint meeting on this date.*

Meeting Adjourned: 6:49 p.m.

Respectfully Submitted,

Sharon Lee, Secretary
Board of Education
Ypsilanti Community Schools

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YPSILANTI COMMUNITY SCHOOLS
www.ycschools.us

Ypsilanti International Elementary School, Gymnasium
503 Oak St., Ypsilanti, MI 48198

MINUTES: SPECIAL MEETING/JOINT MEETING OF THE BOARD OF EDUCATION YPSILANTI COMMUNITY SCHOOLS/CITY OF YPSILANTI, CITY COUNCIL

Tuesday, November 15, 2016 *(Meeting #2 of 2)*

The ***Joint Meeting*** of the Ypsilanti Community Schools (YCS) Board of Education/Ypsilanti City Council was called to order by Mayor Amanda Edmonds at 7:10 p.m. The Pledge of Allegiance was recited, led by Erickson Elementary students and Principal Kelly Mickel.

ROLL CALL: YPSILANTI CITY COUNCIL PRESENT
Council Member Bashert, Mayor Pro-Tem Brown, Council Member Murdock, Council Member Richardson, Council Member Robb, Council Member Vogt, Mayor Edmonds *(none absent)*

ROLL CALL: MEMBERS OF THE BOARD OF EDUCATION PRESENT
Meredith Schindler, Maria Sheler-Edwards, Sharon Lee *(9:09 departure)*, Sharon Irvine, Celeste Hawkins, Ellen Champagne, Brenda Meadows

MEMBERS OF THE BOARD OF EDUCATION ABSENT: *None*

INTRODUCTIONS of YCS Board Members, Superintendent Edmondson, Ypsilanti City Council, YCS Staff & City Employees

ACCEPTANCE OF AGENDA/AGENDA APPROVAL: Accepted as Presented
Motion by Mayor Pro-Tem Brown, supported by Council Member Vogt
Action Recorded: All/Yes; 0/No

PUBLIC COMMENTS #1/AUDIENCE PARTICIPATION
Emmanuel Jones, Mentor2Youth, shared program highlights. He is seeking input on how to further support YCS to improve and expand offerings.

Lee Tooson commented on YCS serving students and City Council serving taxpayers. He spoke of the previous YCS employee who could steal from a District.

Gail Wolkoff thanked the Board of Education and City Council for the joint meeting.

REMARKS BY THE BOARD OF EDUCATION PRESIDENT AND MAYOR
Sharon Irvine, YCS Board President, shared it is a pleasure and an honor that "we" sit before the community. She spoke of social, physical and emotional safety of our children. She commented on the intolerance of bullying/harassment, and commends the District for their stand on this.

Amanda Edmonds, Ypsilanti Mayor, remarked on YCS and the City facilitating a joint partnership. She spoke of youth representation.

RECOGNITION OF SCHOOL AND COMMUNITY CHAMPIONS
Three individuals were honored for their work in YCS and our community. They represent "the best of the best":

Charles Green-Austin - Ypsilanti Community Middle School student: Recognized for his dedication, including the Ypsilanti Library, Parkridge clean up days, mentoring students, teen

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advisory and being civic-minded. Mentors have shared he is a model citizen. He is recognized and honored for his citizenship and service.

Jeremy Brown - Lead Pastor and Members of Radiant Church: Recognition included their dedication, values and engagement with Ford Elementary Learning Center. Their recognition of families and staff was applauded, along with their response to ongoing needs. Their strength of community was acknowledged. They provide ongoing service to YCS, modeling and inspiring how we can make our schools stronger.

Lynne Settles - Ypsilanti Community High School Art Teacher: Recognition included her partnership between YCS, the Ypsilanti community and youth-led community engagement. Shared was the murals she and her students have done in Ypsilanti, with more underway. Her leadership and service was recognized as an example of how schools and community can work together for the benefit of all.

A proclamation for each honoree was read by Mayor Edmonds.

YPSILANTI ANTI-IDLING ORDINANCE OVERVIEW

Nancy Stone presented on vehicle "Idling Gets You Nowhere". Pollutants in exhaust are especially harmful to children. Children are more vulnerable to car exhaust pollutants because: 1) their lungs are still developing; 2) they breathe faster than adults, and; 3) they breathe 50% more air per pound of body weight. Idling has been directly linked to heart disease, low birth weight babies, cancer and asthma/other respiratory diseases.

It is recommended that if you are idling longer than ten seconds, turn your car off. Ten seconds of idling uses more fuel than turning off the engine and restarting it. More information is available at "motor-smart.org".

SHARED GOALS FOR A STRONG YCS AND A STRONG YPSILANTI

A fantasy situation was presented: "if" YCS were to receive a $5 million dollar grant. Wish list ideas were shared. Ideas represent both the YCS Board of Education and City Council, including: 1) social workers, psychologists, mentor teams to work with parents; 2) scholarship fund; 3) investment in classrooms; 4) vocational education opportunities; 5) higher teacher wages; 6) an inclusive district, celebrating "all" - Ypsilanti being a destination city and YCS being a destination district; 7) future income/reducing debt; 8) mentor and identify gifted at-risk youth; 9) teacher pay scale at market rate & steady income to provide longevity in programs; 10) invest - income to sustain programs; 11) skills-based curriculum to address 3rd grade reading retention which will impact our population; 12) 800 Railroad; 13) repair/demolish facilities & sell property to increase taxes; 14) pay off debt & offer more vocational classes; 15) a statement that the applicant pool is not diverse for law enforcement, firefighters & paramedics; 16) more opportunity for field trips/experiences outside of classroom, and; 17) teacher retention & mentor opportunities.

A discussion of Board goals: 1) financial resources from the State are low; recognize with a partnership and shared resources (for example, EMU as a resource); 2) cultural proficiency; 3) experiential learning; 4) despite limited State resources, YCS mentorships continue (volunteers welcoming students on the 1st day, etc.); 5) initiate/track community partnerships; 6) superintendent's YCS at Work - community partnership for student work experience; 7) a priority for the Board to look creatively at resources.

Ideas on how the City of Ypsilanti can promote YCS, including: 1) stronger partnership with City to encourage families to attend YCS; 2) economic development that supports YCS; 3) joint meetings encourage expanding and sustaining community/school partnerships; 4) the City and

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State's strategic plan. The State and Washington do not align -- the City to serve as a "go between".

Ideas on how YCS can support the City included: 1) teach basic "civics" & show relevance in everyday life; 2) a united front and ownership of the community; supporting each other; 3) sharing of facts (YCS:City) to mutually promote each other; 4) Railroad property development & safe routes to school; 5) proactive relationships; working together and Railroad property; 6) funding for solar roofs in community; sustainability of community/looking for volunteers; joint facilities (recycling, etc.); joint health care.

YOUTH REPRESENTATION ON SCHOOL BOARD, CITY BOARDS/COMMISSIONS

Discussion on youth representation on school board, city boards and commissions. "Learning the process" comes out of class assignments for high school students. Students attend Board meetings as part of their classwork. Conversation of more student feedback. Previously, student representatives would be informed of agenda items and were asked to share input on topics. No voting rights. A suggestion of a student intern at the City.

A suggestion for student involvement with regularity, providing opportunity to see how things evolve and to be involved in student decision-making. Mayor Edmonds shared she sat on a school board as a student. It was a Student Council elected position.

COMMUNICATIONS, City of Ypsilanti

Regarding the city manager vacancy, closed session to review city manager resumes is scheduled for December 1, 2016 with interviews on December 17th. The target date to have a new city manager is the first quarter of next year.

PUBLIC COMMENTS #2/AUDIENCE PARTICIPATION

Jasmyn Tooles commented on the unity at ypsiGLOW: city, schools, police. The event represented the City well. Shows how important the City and schools are together.

Maria Goodrich, college educator, has children who are not yet school-age. She looks forward to being involved in YCS in the future.

BOARD/SUPERINTENDENT COMMENTS

- Trustee Meadows suggested events like tree lighting. (Mayor Edmonds shared the December 2nd tree lighting.)

Meeting Adjourned: 9:14 p.m.

Respectfully Submitted,

Sharon Lee, Secretary
Board of Education
Ypsilanti Community Schools

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Board of Education

Name	Pay Rate	Location	Position	New Position or
New Hire				
Fulkerson, Charlotte	$13.00	Estabrook	Part Time Secretary	New Position: Gen'l Fund
Lee, Gail	$58,250.00	Perry	Early On - Spec Ed Teacher	Replacement
Letourneau, Tony	$51,250.00	Holmes	Title 1	Replacement
Schmidt, Jessica	$36,000.00	Erickson	2nd Grade	Replacement
Sprouse, Jerry	$51,250.00	Middle School	7th Grade Teacher	Replacement
Watson, Kathryn	$25.00	Estabrook	Conscious Discipline Coach	Title 1
Resignations				
Freeman, Charlease		Estabrook	Para Pro	
Prepared by: L. Nowling, Human Resources				
		11/17/2016		

Note this list is subject to change. If there are any changes, an updated version will be shared before the board meeting.

Enclosure #6A.i
APPROVAL OF
MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT
Social Worker
Meeting of 11/28/16
Presented by ***Laura Frey-Greathouse***
Prepared by ***Paula Gutzman***

☐ ***Discussion***
☒ ***Action – Roll Call***
☐ ***Action – Voice***
Ayes_____
Nays_____

	Meredith Schindler	Maria Sheler-Edwards	Sharon Lee	Sharon Irvine	Celeste Hawkins	Ellen Champagne	Brenda Meadows
1st/2nd							
Aye							
Nay							
Abstain							

Rationale/Background Information
Re: MDHHS Agreement #DFA17-81002

This is a contract to bring another professional social worker into Ypsilanti Community Middle School (YCMS). The agreement further creates a partnership between the Michigan Department of Health and Human Services (MDHHS) and Ypsilanti Community Schools. The placement of this MDHHS social worker at YCMS will allow general education students and their families to more easily access services offered by MDHHS.

The effective date of this contract is scheduled for December 1, 2016.

Proposed Motion
" .... move that the Board of Education approve the contract with the Michigan Department of Health and Human Services to provide YCS with a MDHHS social worker for an amount not to exceed $58,583."

Budget Impact: ☐ **None** ☒ **As follows:**
At Risk, 31a: $58,583

Attachments:
☒ **Enclosed** ☐ **To Be Distributed *at Meeting*** ☐ **None**

State of Michigan
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office of Contracts and Purchasing (OCP)
PO Box 30037, Lansing, MI 48909
Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

AGREEMENT NUMBER: DFA17-81002

Between

THE STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

And

CONTRACTOR	PRIMARY CONTACT	EMAIL
School District of Ypsilanti	Laura Frey-Greathouse	lfreygreathouse3@ycschools.us
CONTRACTOR ADDRESS		TELEPHONE
1885 Packard, Ypsilanti, Michigan 48197-1817		734-221-1207

STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	Jeannetta Johnson	313-456-1766	JohnsonJ68@michigan.gov
OCP Analyst	Tony Bartlett	517-241-5717	BartlettA4@michigan.gov

AGREEMENT SUMMARY			
SERVICE DESCRIPTION	Donated Fund Agreement-Service Worker		
GEOGRAPHIC AREA	Washtenaw County		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
2 Years, 10 Months	December 1, 2016	September 30, 2019	2
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	$58,583.00		
CONTRACT TYPE	Revenue		

*The effective date of the contract shall be the date listed in the "Effective Date" box above, or the date of MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Agreement. Section 291 of the fiscal year 2016 Omnibus Budget, PA 84 of 2015, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Agreement, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (http://www.uscis.gov/portal/site/uscis). The Contractor's signature on this Agreement is the Contractor's certification that verification has and will be performed. The Contractor's signature also certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

FOR THE CONTRACTOR:

School District of Ypsilanti

Contractor

Laura Frey-Greathouse

Signature of Director or Authorized Designee

Laura Frey-Greathouse

Print Name

10-25-16

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Signature of Director or Authorized Designee

Douglas Williams

Print Name

Date

This Agreement will be in effect from the date of MDHHS signature through September 30, 2019. No service will be provided and no costs to the state will be incurred before December 1, 2016, or the effective date of the Agreement, whichever is later. Throughout this Agreement, the date of MDHHS signature or December 1, 2016, whichever is later, shall be referred to as the begin date.

	Agreement Period			Amount
Year 1	Begin date	through	September 30, 2017	$58,583.00
Total Amount:				$58,583.00

1. PROGRAM REQUIREMENTS

Donated funds Agreement positions are to assist community partners and mutual clients by providing a non-traditional work environment whereby MDHHS employees are located within a facility that provides services to the client.

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address and Contact Information

The Contractor authorizes MDHHS to use the contact information below to send Agreement related notifications/information.

The Contractor must provide MDHHS with updated contact information within 10 days of change. Contact Information includes email address, contractor name, mailing address, telephone number and contact name.

Contact email address: lfreygreathouse3@ycschools.us

2.2. Geographic Area

The Contractor shall provide services described herein in the following geographic area: Washtenaw County

2.3. Location of Facilities

MDHHS staff location(s):

235 Spencer Lane, Ypsilanti, Michigan 48198

2.4. Reserved

2.5. Services to be Delivered

The Contractor shall:

a. Provide to MDHHS copies of all rules, regulations, procedures, and staff relations policies to which the MDHHS employee is expected to adhere.

b. Provide necessary administration support services including, but not limited to work space that is to be available Monday through Friday, including holiday/non-workdays not shared with the schedule of State of Michigan employees, located in an area that offers security to the MDHHS staff where clients will not interfere with Contractor activities and which shall conform to the following requirements:

1) Minimum 80 square feet hazard-free workstation space and work surfaces including entry locks, one lockable file cabinet for each MDHHS staff and limited access to work space.

2) Install active telephone and fax line, access to fax machine and copier within the MDHHS staff's work area.

3) Space for a 2 person waiting area either in the employee's room or in an area immediately adjacent to the MDHHS staff's office and out of the way of regular agency activities, along with confidential interview space.

4) Internet access for on-site MDHHS staff:

5) Costs associated with relocating MDHHS staff during the term of this Agreement.

2.6. Reserved

2.7. Payment

a. The Contractor shall provide to MDHHS the sum of $58,583.00 as payment to MDHHS for services performed in accordance with the terms of this Agreement exclusively during the period from the begin date to September 30, 2019.

b. The Contractor shall send payment to:

State of Michigan
MDHHS-Cashier Unit
PO Box 30802
Lansing, MI 48909-8302

All payments sent to MDHHS shall include a reference to the MDHHS contract number DFA17-81002.

Contractors may also choose to pay by Electronic Funds Transfer (EFT), using the State of Michigan MiCaRS payment system, at https://payinvoice.state.mi.us/qaa .

c. The Contractor guarantees that the funds paid to MDHHS are not federal or state funds, except in such instances as the Federal Act authorizing expenditures of said funds permits their use for matching other federal funds. Furthermore, the Contractor guarantees that these donated funds have not been used as a match to obtain other federal funds.

d. Payment to MDHHS shall be made in accordance with the annual payment schedule below. The Contractor shall make final payments to MDHHS no later than July 1 for each year of the agreement.

ANNUAL PAYMENT DUE DATES YEAR 1	AMOUNT OF PAYMENT YEAR 1
January 1, 2017	$14,645.00
April 1, 2017	$14,645.00
July 1, 2017	$29,293.00

Agreement amounts will be adjusted annually to reflect the cost of Donated Fund positions impacted by changes in economic factors. Future years' payment schedules will be incorporated via amendment to this agreement each year.

e. MDHHS may vacate a position without penalty for 10 consecutive work days or less due to vacation, illness or position vacancy. If a vacancy exceeds 10 consecutive days, upon execution of an amendment, the amount owed by the Contractor shall be reduced on a prorated basis determined by MDHHS and MDHHS shall refund the amount due to the Contractor.

f. If MDHHS does not receive a scheduled payment from the Contractor within 10 business days of the due date, MDHHS may terminate this agreement immediately upon written notification to the Contractor.

3. MDHHS RESPONSIBILITIES

3.1. MDHHS Responsibilities

MDHHS shall:

a. Assign one Service Worker, who is a full-time MDHHS employee, at the location identified above to provide services consistent with their job classification per MDHHS policy. The MDHHS staff shall be deemed to be an employee of MDHHS for all purposes, including workers' compensation, unemployment, social security and the payment of wages inclusive of holiday and vacations.

Hours worked will be Monday through Friday, either 8:00 a.m. to 4:30 p.m. with a 30 minute (half hour) lunch break, or 8:00 a.m. to 5:00 p.m. with a 60 minute (one hour) lunch break.

b. Ensure that the employee shall be supervised by MDHHS and shall be a duly trained and qualified employee prior to placement on-site at the location of facilities.

c. Provide the employee with copies of the Contractor's applicable rules, regulations, procedures, and staff relations policies.

d. Ensure that the on-site MDHHS staff shall follow the rules of conduct, policies, and procedures of the Contractor while still enjoying the benefits and protections afforded under the Civil Service rules and their collective bargaining agreement.

e. Provide MDHHS staff with the following:

1) MDHHS staff travel/mileage reimbursement.

2) Desktop office supplies, including paper and printed material.

3) Computer with VPN to access State systems, one per MDHHS staff.

4) Printer, one per MDHHS staff.

f. All funds paid to MDHHS hereunder shall be under MDHHS' exclusive administrative control.

3.2. Performance Evaluation and Monitoring

a. Outcome metrics:

1) Meet or exceed program Standard of Promptness (SOP)

b. Reporting Requirements:

1) Total applications by program received each year.

2) Total applications processed by program each month.

3) Monthly SOP per program as well as overall SOP

This report is to be submitted to the local MDHHS office by the 10th day of the following month.

4. GENERAL PROVISIONS

4.1 Reserved

4.2 Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

4.3 Reserved

4.4 Reserved

4.5 Reserved

4.6 Reserved

4.7 Reserved

4.8 Reserved

4.9 Reserved

4.10 Reserved

4.11 Reserved

4.12 Reserved

4.13 Assignment

Contractor may not assign this Agreement to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement to any other party. If the State determines that a novation of this Agreement to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under this Agreement.

4.14 Change of Control

Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Agreement, a change in control means any of the following:

a. A sale of more than 50% of Contractor's stock;
b. A sale of substantially all of Contractor's assets;
c. A change in a majority of Contractor's board members;
d. Consummation of a merger or consolidation of Contractor with any other entity;
e. A change in ownership through a transaction or series of transactions; or
f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Agreement and all of its obligations under this Agreement.

4.15 Reserved

4.16 Reserved

4.17 Reserved

4.18 Reserved

4.19 Reserved

4.20 Reserved

4.21 Reserved

4.22 Reserved

4.23 Termination for Cause

The State may terminate this Agreement for cause, in whole or in part, if Contractor, as determined by the State:

a. Endangers the value, integrity, or security of any location, data, or personnel;

b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
c. Engages in any conduct that may expose the State to liability;
d. Breaches any of its material duties or obligations; or
e. Fails to cure a breach within the time stated in a notice of breach.

Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.

If the State terminates this Agreement under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Agreement, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 4.24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Agreement Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Agreement. The Contractor must pay all reasonable costs incurred by the State in terminating this Agreement for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Agreement Activities from other sources.

4.24 Termination for Convenience

The State may immediately terminate this Agreement in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls.

The Contractor may terminate this Agreement upon 30 days written notice to MDHHS at any time prior to the completion of the Agreement period.

In either instance, the total amount of the Agreement shall be prorated over the abbreviated term of the Agreement starting on the effective date and ending on the cancellation date. Any net amount due and owing by the Contractor to MDHHS relative to the revised Agreement amount shall be paid by the Contractor to MDHHS, or, conversely, any prepayment by the Contractor in excess of the revised Contract amount shall be refunded by MDHHS to Contractor.

4.25 Reserved

4.26 General Indemnification

Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

a. Any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Agreement;
b. Any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party;
c. Any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and
d. Any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

4.27 Reserved

4.28 Limitation of Liability

The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

4.29 Disclosure of Litigation, or Other Proceeding

Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of this Agreement, including:

a. A criminal Proceeding;
b. A parole or probation Proceeding;
c. A Proceeding under the Sarbanes-Oxley Act;
d. A civil Proceeding involving:
   1) A claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
   2) A governmental or public entity's claim or written allegation of fraud; or
e. A Proceeding involving any license that Contractor is required to possess in order to perform under this Agreement.

4.30 State Data

All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

4.31 Reserved

4.32 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Agreement.

a. Meaning of Confidential Information. For the purposes of this Agreement, the term "**Confidential Information**" means all information and documentation of a party that:

   1) Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;

2) If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and,
3) Should reasonably be recognized as confidential information of the disclosing party.

The term "Confidential Information" does not include any information or documentation that was:

1) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
2) Already in the possession of the receiving party without an obligation of confidentiality;
3) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
4) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
5) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Agreement, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

1) Use of a subcontractor is authorized under this Agreement;
2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
3) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence.

At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and

preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Agreement or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Agreement. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party.

4.33 Reserved

4.34 Reserved

4.35 Reserved

4.36 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Contractor to verify compliance with this Agreement. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension ("**Audit Period**"). If an audit, litigation, or other action

involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Agreement Activities are being performed, and examine, copy, and audit all records related to this Agreement. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.37 Reserved

4.38 Conflicts and Ethics

Contractor will uphold high ethical standards and is prohibited from:

a. Holding or acquiring an interest that would conflict with this Agreement;
b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
d. Paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of this Agreement.

Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Agreement Activities in connection with this Agreement.

4.39 Compliance with Laws

Contractor must comply with all federal, state and local laws, rules and regulations.

4.40 Reserved

4.41 Reserved

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Agreement.

4.43 Unfair Labor Practice

Under MCL 423.324, the State may void any Agreement with a Contractor or subcontractor who appears on the Unfair Labor Practice register complied under MCL 423.322.

4.44 Governing Law

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

4.45 Non-Exclusivity

Nothing contained in this Agreement is intended nor will be construed as creating any requirements contract with Contractor. This Agreement does not restrict the State or its agencies from acquiring similar, equal, or like Agreement Activities from other sources.

4.46 Force Majeure

Neither party will be in breach of this Agreement because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

4.47 Dispute Resolution

The parties will endeavor to resolve any Agreement dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate this Agreement.

4.48 Reserved

4.49 Reserved

4.50 Reserved

4.51 Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

4.52 Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

4.53 Survival

The provisions of this Agreement that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Agreement.

4.54 Entire Agreement and Modification

This Agreement is the entire agreement and replaces all previous agreements between the parties for the Agreement Activities. This Agreement may not be amended except by signed agreement between the parties.

The Contractor shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of MDHHS, due to the revision of federal or state laws or regulations.

4.55 Options to Renew

At the discretion of MDHHS, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration. This Agreement may be renewed for up to two additional one-year periods.

4.56 Reserved

4.57 Inspection of Work Performed

The State's authorized representatives must at all reasonable times have the right to enter the Contractor's premises, or any other places where the MDHHS employee is working and where services are being performed, and have access to work-in-progress. To the extent that the access will not interfere or jeopardize the safety or operation of the systems or facilities, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed. Contractor must provide facilities and assistance for the State's representatives.

4.58 Return of State Equipment/Resources

The Contractor must return to the State and State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted. Any computer equipment or other resources funded or otherwise provided through this agreement by the State, is the property of the State and will revert to the State upon expiration or termination of the Agreement.

Enclosure #6A.ii

APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR CULTURAL PROFICIENCY TRAINING

Dr. Shayla Griffin, Director/The People's Dialogue Project

Meeting of 11/28/16

*Presented by **Laura Frey-Greathouse***

*Prepared by **Paula Gutzman***

☐ *Discussion* ☒ *Action – Roll Call* ☐ *Action – Voice* *Ayes*_____ *Nays*_____		Sharon Irvine	Celeste Hawkins	Ellen Champagne	Brenda Meadows	Meredith Schindler	Maria Sheler-Edwards	Sharon Lee
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

Dr. Shayla Griffin will continue her Cultural Proficiency work with Ypsilanti Community Schools this year, with an added focus to support a new cultural and climate initiative: Conscious Discipline. Dr. Griffin will conduct multiple trainings for staff district-wide, including new hires, multiple sessions for administrators, as well as staff training sessions at Erickson. Dr. Griffin will work with administrators as a "trainer of trainers" to allow them to facilitate book discussion groups with their staff during monthly staff meetings, and, work with building administrators around the behavior and discipline component of the EJATT (Education Justice Assessment and Transformation Tool).

Year 4 Contract Dates: May 2016 – May 2017

Proposed Motion

" .... move that the Board of Education approve the contract with The People's Dialogue Project to perform cultural proficiency training for a contract period of May 2016 - May 2017 for an amount not to exceed $24,610."

Budget Impact: ☐ **None** ☒ **As follows:**

Title I

Attachments:

☒ **Enclosed** ☐ **To Be Distributed *at Meeting*** ☐ **None**

MEMORANDUM OF UNDERSTANDING

Creating Culturally Proficient Communities: The Ypsilanti Community Schools Racial & Economic Justice Project

Ypsilanti Community Schools & The People's Dialogue Project

PURPOSE

The following Memorandum of Understanding (hereafter MOU), establishes a relationship between the People's Dialogue Project and Ypsilanti Community Schools for the purpose of implementing Creating Culturally Proficient Communities: The Ypsilanti Community Schools Racial & Economic Justice Project (hereafter CCPC Project).

This MOU establishes the goals, roles and responsibilities, scope of work, timeline, and payment due for Year 4 (May 2016-May 2017) of the CCPC Project. This MOU will be in effect until ay 2017 at which time the People's Dialogue Project and Ypsilanti Community Schools (hereafter YCS) will collaboratively decide to continue or terminate the CCPC Project. Continuance will be contingent upon a commitment of funds from YCS and/or receipt of outside grant funding.

BACKGROUND & PROJECT GOALS

In March 2013 a proposal for the CCPC Project was submitted to the Culture and Climate Committee of the newly formed Ypsilanti Community Schools. The Culture and Climate Committee established seven characteristics of a Culturally Proficient Educator. The committee defined a Culturally Proficient Educator as someone who can: 1) build relationships with students and families by actively learning about their lives, 2) make learning relevant to students culture, prior knowledge, and experiences, 3) encourage critical thinking skills by getting students involved in issues of power, language, activism, equity, access, race and racism, 4) develop a shared sense of responsibility by creating a community of learners, 5) transcend their own cultural bias by being (or willing to become) socio-culturally aware, 6) establish rules of engagement and community norms to build inclusivity, 7) actively promote student voice and leadership.

The proposal for this project was developed by The People's Dialogue Project, directed by Dr. Shayla R. Griffin, the University of Michigan Program on Intergroup Relations (IGR), directed by Dr. Kelly E. Maxwell, and Allies for Change, directed by Dr. Melanie Morrison. On April 11, 2013, the Ypsilanti Community School Board unanimously voted to implement the proposed 5-year, district-wide intervention as a part of the effort to improve cultural proficiency in the district, specifically around issues of race and class.

The goals of the CCPC Project are: to improve cultural proficiency in the Ypsilanti Community School District by providing training, programming, and support around issues of racial and economic justice over five years, from June 2013-August 2018.

GENERAL PROVISIONS

The People's Dialogue Project and Ypsilanti Community Schools (Washtenaw Intermediate School District) will work together to achieve the stated project goals. The People's Dialogue Project is the primary consultant for this project. PDP will select and provide oversight to additional project workers and collaborators as necessary.

All curricula and materials developed for the CCPC Project are owned by the People's Dialogue Project and can only be reproduced with the express permission of PDP. Data that come out of this project will be co-owned by PDP and YCS and can be used be either without express permission of the other. Any usage of data by PDP will be anonymous unless YCS has given express permission otherwise.

If at any time either party is unable to perform its functions under this agreement in accord with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict and to agree upon payment due.

ROLES AND RESPONSIBLITIES

The People's Dialogue Project agrees to:

- Regularly communicate with YCS regarding project status
- Develop curricula for all trainings
- Provide necessary curricular materials to training participants
- Provide sufficient facilitators for all trainings
- Evaluate project outcomes (develop & implement assessment tools, manage & analyze data)

Ypsilanti Community Schools agrees to:

- Provide sufficient funds for project
- Assume logistical leadership for training dates, times, and locations as well as participant compensation and release time if necessary
- Provide locations for training series
- Provide training resources (required books, copies, binders, projectors, etc)
- Identify and recruit training participants
- Ensure commitment of attendance for educator and staff trainings
- Regularly communicate with PDP regarding project status

COST AND PAYMENT

The estimated cost for all services for Year 4 of CCPC is $24,610 (see itemized invoice below). All checks should be made payable to The People's Dialogue Project or Shayla R. Griffin.

Cost is subject to change and may be affected by such things as: additional professional development sessions, additional justice schools, additional evaluation, additional consultation services, additional facilitation needs, and/or cancelation of proposed sessions.

CCPC 2016-2017 Estimated Budget

DESCRIPTION	UNIT PRICE	ESTIMATED LINE TOTAL
Professional Development Facilitation, May 2016-May 2017	*$1,000 per on-site day per facilitator or $150 per on-site hour per facilitator*	--
Justice League Cohort 1 (May 21, 2016)	$1,000 x 2 facilitators	$2,000
New Teacher Cultural Proficiency Orientation, Full day (August 23, 2016)	$1,000 x 2 facilitators	$2,000
New Staff Orientation Make-Up (TBD)	$1,000 x 2 facilitators	$2,000
New Staff Mentor Meeting 1 (October 10, 2016)	$150 per hour x 2 facilitators	$600
New Staff Mentor Meeting 2 (January 9, 2017)	$150 per hour x 2 facilitators	$600
New Staff Mentor Meeting 3 (April 10, 2017)	$150 per hour x 2 facilitators	$600
Administrator Cultural Proficiency Orientation Part 1 (June 2016)	$150 per hour x 2 facilitators	$600
Administrator Cultural Proficiency Orientation 2, Full day (August 19, 2016)	$1,000 x 2 facilitators	$2,000
Administrator Meeting 1 (September 27, 2016)	$150 per hour x 2 facilitators	$600
Administrator Meeting 2 (October 25, 2016)	$150 per hour x 2 facilitators	$600
Administrator Meeting 3 (November 29, 2016)	$150 per hour x 2 facilitators	$600
Administrator Meeting 4 (December 20, 2016)	$150 per hour x 2 facilitators	$600
Administrator Meeting 5 (January 24, 2017)	$150 per hour x 2 facilitators	$600
Administrator Meeting 6 (February 28, 2017)	$150 per hour x 2 facilitators	$600
Administrator Meeting 7 (March 28, 2017)	$150 per hour x 2 facilitators	$600
Administrator Meeting 8 (April 25, 2017)	$150 per hour x 2 facilitators	$600
Administrator Meeting 9 (May 23, 2017)	$150 per hour x 2 facilitators	$600
Erickson: Justice School Meeting 1 (September 27, 2016)	$150 per hour x 2 facilitators	$600
Erickson: Justice School Meeting 2 (November 29, 2016)	$150 per hour x 2 facilitators	$600
Erickson: Justice School Meeting 3 (January 24, 2017)	$150 per hour x 2 facilitators	$600
Erickson: Justice School Meeting 4 (March 28, 2017)	$150 per hour x 2 facilitators	$600

Erickson: Justice School Meeting 5 (May 23, 2017)	$150 per hour x 2 facilitators	$600
School Board Cultural Proficiency Orientation (September 20, 2016)	$150 per hour x 2 facilitators	$600
Evaluation	*$2,000 up to 25 pre/post*	--
Administrator Survey Pre/Post	< 25	$2,000
	ESTIMATED SUBTOTAL	$21,400
	PROJECT MANAGEMENT & OVERHEAD *(15% OF CONSULTING FEES)*	$3,210
	ESTIMATED TOTAL	$24,610

The undersigned parties bind themselves to the faithful adherence to and full implementation of the provisions in the Memorandum of Understanding.

_____

Shayla R. Griffin — Date
Director, The People's Dialogue Project

_____

Benjamin Edmondson — Date
Superintendent, Ypsilanti Community Schools

Enclosure #6A.iii

APPROVAL OF OVERNIGHT FIELD TRIP, *Ypsilanti Community High School Science Club Camping Trip*

Meeting of 11/28/16

Presented by ***Linda Kuzon***

Prepared by ***Paula Gutzman***

☐ *Discussion* ☐ *Action – Roll Call* ☒ *Action – Voice* *Ayes*_____ *Nays*_____		Meredith Schindler	Maria Sheler-Edwards	Sharon Lee	Sharon Irvine	Celeste Hawkins	Ellen Champagne	Brenda Meadows
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

Re: Ypsilanti Community High School (YCHS) Science Club Camping Trip

Trip Requested By: D. Scott Heister, STEMM Teacher/Teacher-Leader, Science Club Advisor
Class: YCHS Science Club Students
Destination: Mackinaw City; Wilderness State Park
Trip Date: December 8 – 11, 2016

See attached Field Trip Request Form for additional details.

Proposed Motion

" .... move that the Board of Education approve the overnight field trip of the YCHS Science Club to Wilderness State Park in Mackinaw City in December 2016."

Budget Impact: ☐ **None** ☒ **As follows:**
Science Club Fundraising * Student Fees

Attachments:

☒ **Enclosed** ☐ **To Be Distributed *at Meeting*** ☐ **None**

YPSILANTI COMMUNITY SCHOOLS
www.ycschools.us

2340 F1

Attach a list of the students involved or the potential students involved.

Ypsilanti Community Schools
Field Trip Request Form

Name: D. Scott Heister **School/Class:** YCHS Science Club

Request Date: 11/11/16 **Trip Date:** Dec 8-11 **Number of Students:** 14

Trip Destination: Mackinaw City

Purpose of trip: Teach, empower and transform the lives our youth, by building connections to the natural world and developing life-skills, by pushing themselves to overcome physical and cognitive limitations while working in groups to accomplish tasks which will serve students for the rest of their lives.

Details about cost: Transportation, food, lodging, park fees and supplies

Account or funding source for trip: Science Club fundraising and Student fees

Will subs be needed? Yes Account for subs: _____

How this trip fits with the curriculum: Trip is not a class-based trip, though we will be learning about ecosystems of Upper Michigan, there is not a specific class connected with this trip.

Number of Staff/Chaperones: 3 staff / 6 total chaperones

Chaperone Name *(If Available)*	Relationship to Students	Phone Number
D. Scott Heister	Staff	
Mark Wilde	none	
Laura Matney Barch	Former 21st Center Staff	
Thomas Humbarger	Alumni/EMU Staff	
Danielle Edwards	Staff	
Brian Skogheim	Staff	

Specific learning objectives to be accomplished: Provide meaningful life-changing opportunities for YCHS youth through activity-based educational experiences in a variety of natural settings, including County, and State Parks. Exposure to many natural wonders will be accessed through camping and hiking excursions. These trips will provide life-changing opportunities for the participants.

Student outcomes and learning as a result of taking this trip: Students will develop and strengthen life-skills such as: working as a cohesive team to accomplish tasks, food preparation, personal hygiene, physical and mental endurance, problem-solving, leadership and developing a sense of connectedness to nature and to the world in-which the students live.

Course/Class curriculum, big ideas, or essential questions enforced: Not attached to a specific class

Pre-Trip lessons/activities: Not attached to a specific class

Follow-Up lessons/activities to reinforce/extend learning: Not attached to a specific class

I have utilized the guidelines in 2340A to plan, conduct, and evaluate the trip and, upon approval of the trip, I will obtain parental permission (2340 F2 or F2A) and use the Checklist for Trips (2340 F3)

Field Trip Approval

Trip Approved: _____ Not Approved: _____ Principal: [signature] Date: 11-14-16.

Per L. Kuzon, Pending Approval/Receipt of Final Documentation [initials] 11.22.16 ~~Superintendent:~~ OSA _____ Date: _____

(over)

Transportation Department

(To be completed by the originator of the field trip)

Date of Trip: 12/8-11/2016 Destination: Mackinaw City (Wilderness State Park)

Departure Time: 3:30 PM Return Time: 5:00 PM Number of Buses: 0

Certification

This is to certify that this trip, as requested, is in conformity with the administrative guidelines established by the District as well as any applicable State regulations.

Date: _____ Business Office Signature: _____

Enclosure #6B.i

APPROVAL OF MUSICAL INSTRUMENTS PURCHASE, *Meridian Winds*

Meeting of 11/28/16

Presented by ***Cathy Secor***

Prepared by ***Paula Gutzman***

☐ *Discussion* ☒ *Action – Roll Call* ☐ *Action – Voice* *Ayes*_____ *Nays*_____		Brenda Meadows	Meredith Schindler	Maria Sheler-Edwards	Sharon Lee	Sharon Irvine	Celeste Hawkins	Ellen Champagne
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

Superintendent Edmondson has met with Deb Brousseau over the past three months in regards to efforts to support and invest in diligence of our music teachers across the District. Conversations included funding.

Purchases will be aligned with Superintendent Edmondson's desires and YCS curricular needs. This should be exciting news to our music department, our colleagues and our community. The total District investment will be a one-time investment. It is a clear financial investment in the work of our music staff for our kids, programs and vision.

Attached are two instrument quotes: 1) Meridian Winds, and; 2) Marshall Music Co. It is recommended to approve the purchase with Meridian Winds.

Proposed Motion

" .... move that the Board of Education approve the purchase of the musical instruments listed on the November 9th email bid from Meridian Winds for an amount not to exceed $18,390."

Budget Impact: ☐ None ☒ As follows:

General Fund: Proceeds from sale of Ardis in excess of Debt obligation (funds have been budgeted)

Attachments:

☒ **Enclosed** ☐ **To Be Distributed *at Meeting*** ☐ **None**

YPSILANTI COMMUNITY SCHOOLS

Cathy Secor <csecor2@ycschools.us>

Fwd: YMS instrument quotations

1 message

Sarah Harrison <sharrison6@ycschools.us> Wed, Nov 9, 2016 at 4:44 PM
To: Cathy Secor <CSecor2@ycschools.us>

Meridian Winds Bid

---------- Forwarded message ----------
From: **Eric Satterlee** <tenoncork@gmail.com>
Date: Tue, Nov 8, 2016 at 11:24 AM
Subject: YMS instrument quotations
To: Sarah Harrison <sharrison6@ycschools.us>

Hello Mrs. Harrison,

As per your request we offer the following quotations

Flutes 6 Chateau Student model $275 X 5 = $1650
Clarinet 10 Buffet student line $375 X 10 = $3750
Alto Sax 15 Chateau student line $525 X 15 = $7875
Trumpet 16 Chateau student line $275 X 16= $4400
10 practice pads and stands REMO 8" pad with demo model stands $25 X 10 = $250
2 Pearl Maple snare with double braced stand $200 X 2 = $400
1 cymbal stand for concert crash cymbals Gibraltar double braced $65

$18,390

As per our previous quotation, If you are in need of a Concert Bass drum on a stand we will supply a very Nice Ludwig to you at no charge which we currently have in our shop, should you accept our quotations.

We consider Chateau instruments to be the best Quality Asian Rim instruments. They have been obtained from us by many of the school districts we work with, Okemos, East Lansing, Alpena, Alcona, Grayling, Chippewa Valley, Lanse Creuse, etc

Thank you,

Eric
Meridian Winds
5173397333

--
Sarah Harrison
Director of Bands and Choir
Ypsilanti Community Middle School
Estabrook Learning Community
Ypsilanti Community Schools

35

Marshall Music Co

3240 E. Saginaw, Lansing MI 48912 | (517) 337-9700

Fax: (517) 318-9394
E-mail: schoolbid@marshallmusic.com

Proposal

To: SARAH HARRISON
YPSILANTI MIDDLE SCHOOL

Date: November 9, 2016

Qty	Make	Description	Delivery Date	List Price	Marshall's Price	Total
6	ARMSTRONG	104 STUDENT FLUTE			$ 323.00	$ 1,938.00
10	SELMER	CLSOL300R STUDENT CLARINET			$ 418.00	$ 4,180.00
15	SELMER	ASOL300 STUDENT ALTO SAXOPHONE			$ 890.00	$ 13,350.00
16	BACH	TRSOL300H2 STUDENT TRUMPET			$ 454.00	$ 7,264.00
10	REMO	RT-0008-00 8" PRACTICE PAD			$ 22.40	$ 224.00
10	REMO	ST-1000-10 PRACTICE PAD STAND			$ 48.47	$ 484.70
2	YAMAHA	KSD-255 STANDARD STEEL 14 X 5.5 CONCERT SNARE DRUM			$ 125.00	$ 250.00
2	YAMAHA	SS-745A CONCERT SNARE DRUM STAND			$ 90.00	$ 180.00
1	PEARL	C1030AC CONCERT CYMBAL CRADLE			$ 128.00	$ 128.00
					TOTAL	$ 27,998.70

*** Prices quoted above include delivery except where noted.**

*** Delivery dates are estimates and are subject to manufacturer availability. Delivery schedule is subject to change.**

*** Prices quoted are in effect for forty-five days, after which they are subject to change without notice.**

*** Partial shipment does not alter our invoice terms (net 45 days) and does not constitute withholding of payment.**

*** Late charges amounting to 1-1/2% will be applied to any charge remaining over forty-five days after invoice date.**

OTHER TERMS AND CONDITIONS:

The instruments being bid are subject to availability, and may have to be ordered from the manufacturer.

SUBMITTED BY: Chuck DeClarke, Director of School Sales, Marshall Music Company

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. Payment will be made according to the terms outlined above.

Print name: _____ Title: _____

Date: _____ Signature: _____

An authorized signature agreeing to the terms of our bid is required before we process an order for any items on this bid.
Fax a signed copy to Marshall Music Co., attention Mr. Charles DeClarke, fax (517) 318-9394

Enclosure #6B.ii
APPROVAL OF GEORGE SCHOOL LEASE AGREEMENT, *WISD Forest School Program*

Meeting of 11/28/16

Presented by ***Cathy Secor***

Prepared by ***Paula Gutzman***

☐ *Discussion* ☐ *Action – Roll Call* ☒ *Action – Voice* *Ayes*_____ *Nays*_____		Meredith Schindler	Maria Sheler-Edwards	Sharon Lee	Sharon Irvine	Celeste Hawkins	Ellen Champagne	Brenda Meadows
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

Ypsilanti "Public" Schools ran the Forest School program for a number of years. With the consolidation in 2013, the Washtenaw Intermediate School District (WISD) assumed the program, leasing our facilities to house Forest School. The tenant shall have the option to renew the lease for an additional one-year period from July 1, 2017 – June 30, 2018.

Based on the square footage of the building being used for the program, the income generated will be $233,700.

Proposed Motion

" .... move that the Board of Education approve the George School lease with the WISD for the Forest School program for a contract period of July 1, 2016 – June 30, 2017 and a contract amount of $233,700."

Budget Impact: ☒ **None** ☐ **As follows:**

Attachments:

☒ **Enclosed** ☐ **To Be Distributed *at Meeting*** ☐ **None**

LEASE AGREEMENT

This lease is made as of the **28th day of November, 2016**, by and between the YPSILANTI **COMMUNITY** SCHOOLS, a local constituent school district of the Washtenaw Intermediate School District, located at **1885** Packard Road, Ypsilanti, Michigan 48197, hereafter designated as LANDLORD, and **WASHTENAW INTERMEDIATE SCHOOL DISTRICT**, located 1819 South Wagner Road, P. O. Box 1406, Ann Arbor, Michigan 48106-1406, hereafter designated as the TENANT.

Whereas, the LANDLORD is the owner who holds good title to the premises located at **1076 Ecorse Road,** Ypsilanti, Michigan 48198, County of Washtenaw, more commonly known as **GEORGE SCHOOL**, which hereinafter may be referred to as the PREMISES, and is described as follows:

Description of Lease Area: All rooms labeled with any 1-22 designation on attached Exhibit A, office area, conference rooms and lounge off the N-S corridor; gymnasium/stage; cafeteria/kitchen; Library/computer lab; totaling 23,370 square feet.

Whereas, the parties hereto desire to enter into a lease of the Premises under certain terms and conditions as follows:

Premises: The LANDLORD does hereby lease unto the TENANT and the TENANT does hereby lease from the LANDLORD the above described PREMISES.

Term: The Term of the lease shall commence on the **1st of July, 2016** and ending the **30th of June, 2017.** The TENANT shall have the option to renew the lease for an additional one-year period from the **1st of July, 2017** and ending the **30th of June, 2018**. Notice of intent to renew the lease for the one-year period must be received in writing by the **30th of April, 2017** or LANDLORD shall have the right to lease said Premises to another party and all rights of TENANT will expire on the **30th of June, 2017**.

Acceptable Use of Premises: The Premises is intended to be used to house the Forest School Program, but in any circumstance, must be used and occupied for Pre-K-12 student instruction. If the TENANT changes the intended use of the Premises, the student instruction program(s) being conducted by the TENANT in the Leased Premises must be acceptable to the LANDLORD. If the LANDLORD exercises its rights under the provision, the TENANT, knowing of this authority, agrees to continue to pay rent as specified below even if the TENANT is not occupying the Premises. The LANDLORD shall not unreasonably withhold approval of a change in the use of the Premises.

Provided, in case any rent shall be due and unpaid for a period of 45 days or default be made in any of the covenants herein contained, then the LANDLORD may institute legal action and/or obtain a court order to evict the TENANT.

The TENANT hereby hires said premises for the term mentioned above and agrees to comply with the following:

1) To pay the LANDLORD as annual rental for said Premises the sum of $10 PER SQUARE FOOT ($233,700) for 2016-17. LANDLORD shall include such costs in its annual budget for operating the Forest School Program, and will be reimbursed said cost on the established schedule for Act 18 special education reimbursements or sooner at the discretion of the TENANT.
    a. The payment of the annual rental cost specified above allows the TENANT to occupy the Premises for the full period stated above.
    b. If it is determined that the ADULT EDUCATION IS TO USE ANY SQUARE FOOTAGE AFTER 3:30 PM THE TENANT WILL RECEIVE THEIR PERCENTAGE OF THE REVENUE BASED ON THE TOTAL SQUARE FOOTAGE USED BY THE ADULT EDUCATION PROGRAM.

2) To use and occupy only those Premises specified above, and only for the purposes for which they are let.

3) To observe and comply with the policies and procedures of the LANDLORD, including the policy which prohibits smoking on school grounds.

4) To observe all reasonable regulations and requirements of the LANDLORD concerning the use and conditions of the Premises tending to reduce fire hazards and insurance rates.

5) That the TENANT shall not assign this Lease nor sublet the Premises nor any part thereof without the written consent of the LANDLORD, which consent shall not be unreasonably withheld.

6) That the TENANT shall keep the Premises during the term of the Lease in good repair and at the expiration of the Lease shall deliver the Premises in the condition as when taken, reasonable wear and tear expected.

7) That the LANDLORD agrees to maintain and repair as necessary the furnace, air conditioning system, hot water heater and electrical system and plumbing, including well and/or septic system, if applicable, and will make any other repairs necessary to maintain the Premises in good order. The TENANT shall follow the LANDLORD'S procedures for notifying the Building & Grounds staff of maintenance concerns.

8) The LANDLORD shall be responsible for the maintenance and repairs of the Premises. If TENANT uses the Premises for a purpose other than which it was originally intended, and, where such repairs resulted from damage caused by the TENANT or its employees, students, parents, customers or agents, the TENANT shall be responsible for such maintenance and repairs.

9) If the TENANT desires to make repairs, improvements or structural modifications to said Premises which would commonly be outside the normal maintenance of a facility, the TENANT will inform the LANDLORD in writing, providing details regarding the repairs, improvements or structural modifications. The LANDLORD has the sole authority to

approve or deny said repairs, improvements or structural modifications. The TENANT will be liable for all costs related to the repairs, improvements or structural modifications. If the LANDLORD makes repairs, improvements or structural modifications based upon its own judgment, TENANT will not be responsible for any related costs.

10) That in event the TENANT shall hold over after the expiration of the term for a sufficient period of time to create a renewal of this Lease by operation of law, that any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by the LANDLORD, shall be a tenancy from calendar month to calendar month and for no longer term.

11) If the Premises becomes wholly or partially untenable through damage or destruction by fire or other cause, both parties shall have the option to terminate this Lease, and upon election to terminate the Lease shall become void.

12) In the event of fire or other damage to the Premises or personal property leased, the Parties mutually waive their rights of subrogation and recovery against each other, their agents, employees or subleases to the extent that they are insured or are required to carry insurance for said loss. LANDLORD will maintain save coverage with limits equal to the full replacement cost of building and/or personal property as the case may be and the full twelve-month loss exposure for loss of rents and business interruption.

13) The Parties hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard caused by insurance in connection with the property on or activities conducted on the demised Premises, to the extent of such coverage, regardless of the cause of the damage or loss, to the extent permitted by existing insurance coverage.

14) If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date the possession of that part shall be required for any public purposes and the rent shall be paid up to that day. If the taking is partial and more than 25% of the area of the Premises is taken by such proceedings, then, within 30 days after the condemnation award becomes final, the Lease may be canceled by either the LANDLORD or the TENANT by proper notice to the other Party. Upon such cancellation, this Lease shall become null and void and have no force and effect. If neither Party cancels this Lease, as provided in this paragraph, the TENANT shall continue possession of the remainder of the Premises under the terms hereby provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. All damages shall be awarded as compensation for diminution in that the LANDLORD shall not be entitled to any portion of the award made to the TENANT for loss of business.

15) The following services will be provided as indicated:
    a. The LANDLORD shall provide and pay for all utilities and operational and maintenance service.

b. The LANDLORD shall provide and pay for custodial service, including supplies, materials, and equipment.
c. The LANDLORD will provide its own emergency procedures to safeguard the health and safety of the staff and students. This will include fire drills, severe weather drills, providing for building accessibility and security on evenings and weekends, and acquaintance with building security systems. The designed emergency procedures must be in conformance with all laws and regulations of the State of Michigan and the United States. The control of keys and access codes will be maintained by the LANDLORD.

16) At the termination of this Lease, if the Premises is not returned in like condition due to use of the Premises by the TENANT for a purpose other than that which it was originally intended, the LANDLORD will make the necessary repairs and the TENANT will pay the LANDLORD for the cost of said repairs.

The LANDLORD agrees that the TENANT, on payment of the rental fee at the time and in the manner stated and performing all of the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the leased Premises for the aforesaid term.

The covenants and conditions herein shall bind the successors, heirs, representatives, and assigns of the LANDLORD and the TENANT.

It is agreed that in this Lease, the word "he" shall be used as synonymous with the words "she", "it", and "they", and the word "his" is synonymous with the "her, "its", and "their".

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the **28th of November, 2016**.

WASHTENAW INTERMEDIATE SCHOOL DISTRICT

_____ _____

President, Washtenaw Intermediate School District Board of Education — Date

_____ _____

Secretary, Washtenaw Intermediate School District Board of Education — Date

YPSILANTI COMMUNITY SCHOOLS

_____ _____

Benjamin P. Edmondson, Superintendent — Date