



**Monday, September 12, 2016  
6:30 p.m. – Regular Meeting**

YCS Board of Education Meeting

YCS Central Office \* 1885 Packard Road \* Ypsilanti, MI 48197 \* (734)221-1230

**AMENDED AGENDA**

**I. CALL TO ORDER**

**II. ACCEPTANCE OF AGENDA**

**III. PRESENTATION**

- A. Bond Pricing Update for 2016 Refunding - Series A, B & C: *Michael Gresens, Thrun Law & Craig Kahler, Fifth Third Securities*

**IV. PUBLIC COMMENTS #1**

**V. CONSENT AGENDA (Enc. #5)**

- A. August 16, 2016 Special Meeting Minutes
- B. August 22, 2016 Regular Meeting Minutes
- C. August 22, 2016 Closed Session Meeting Minutes
- D. New Hires, Resignations & Leaves

**VI. ACTION ITEMS**

- A. Purchase Agreement: Sale of Property (Enc. #6A)
- B. **Resolutions:** 2016 Refunding Bonds - Series A, B & C (Enc. #6B)
- C. Lease Agreement: Ann Arbor Public Schools Use of YCS Facility (Enc. #6C)
- ~~D. Potential New Hire: Approval of Employment, Employee A (Enc. #6D)~~
- ~~E. Potential New Hire: Approval of Employment, Employee B (Enc. #6E)~~
- F. Leadership Coaching Contract, *Corbitt Leadership Consulting* (Enc. #6F)
- G. Leadership Development Contract, *Core School Solutions* (Enc. #6G)
- H. Pediatric Therapy Associates Contract (Enc. #6H)
- I. Sign Language Interpreter Contract (Enc. #6I)

**VII. DISCUSSION**

- A. **Third Read:** NEOLA Bylaws, 0140
- B. **Third Read:** NEOLA Bylaws, 0170

**VIII. \*APPROVAL: NEOLA BYLAW UPDATES, 0140 & 0170 (Enc. #8)**

**IX. PUBLIC COMMENTS #2**

**X. REQUEST FOR CLOSED SESSION – Section 8(h) OMA, Attorney/Client Privilege (Enc. #10)**

**XI. RECONVENE TO OPEN SESSION**

**XII. BOARD/SUPERINTENDENT COMMENTS**

**XIII. ADJOURNMENT**

*\*Action Item*

Rev 9/10/16

*This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting.*

**Enclosure #5**  
**APPROVAL OF CONSENT AGENDA**  
**Meeting of 9/12/16**  
*Presented by Benjamin Edmondson*  
*Prepared by Samantha Gallo*

|                                                                                                                                                                                           |                                  |                       |                             |               |                  |                    |                    |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------|-----------------------------|---------------|------------------|--------------------|--------------------|-------------------|
| <input type="checkbox"/> <b>Discussion</b><br><input type="checkbox"/> <b>Action – Roll Call</b><br><input checked="" type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____ |                                  | Meredith<br>Schindler | Maria<br>Sheler-<br>Edwards | Sharon<br>Lee | Sharon<br>Irvine | Celeste<br>Hawkins | Ellen<br>Champagne | Brenda<br>Meadows |
|                                                                                                                                                                                           | 1 <sup>st</sup> /2 <sup>nd</sup> |                       |                             |               |                  |                    |                    |                   |
|                                                                                                                                                                                           | Aye                              |                       |                             |               |                  |                    |                    |                   |
|                                                                                                                                                                                           | Nay                              |                       |                             |               |                  |                    |                    |                   |
|                                                                                                                                                                                           | Abstain                          |                       |                             |               |                  |                    |                    |                   |

**Rationale/Background Information**

a. Consent Agenda

1. August 16, 2016 Special Meeting Minutes
2. August 22, 2016 Regular Meeting Minutes
3. August 22, 2016 Closed Session Meeting Minutes
4. New Hires
5. Resignations
6. Leaves

**Proposed Motion**

*“ .... move that the Board of Education approve the following:*

- 1) August 16, 2016 special meeting minutes;*
- 2) August 22, 2016 regular meeting minutes;*
- 3) August 22, 2016 closed session meeting minutes, and;*
- 4) the personnel matters as per the attached list dated August 31, 2016: New Hires, Resignations and Leaves.”*

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

Human Resources List: Most are replacements; some are 31a At-Risk funded (as indicated on list)

**Attachments:**

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

## YPSILANTI COMMUNITY SCHOOLS

Administration Room, Professional Development Room • 1885 Packard Road, Ypsilanti, MI 48197

MINUTES: SPECIAL MEETING/STUDY SESSION: Curriculum & Programming, 2016/17

**Tuesday, August 16, 2016**

The meeting was called to order at 6:35 p.m.

### **MEMBERS OF THE BOARD OF EDUCATION PRESENT**

Sharon Irvine, Celeste Hawkins, Brenda Meadows, Maria Sheler-Edwards, Sharon Lee

### **MEMBERS OF THE BOARD OF EDUCATION ABSENT**

Meredith Schindler, Ellen Champagne

**ACCEPTANCE OF AGENDA:** Trustee Sheler-Edwards made the motion, supported by Trustee Hawkins  
Motion passed: 4/0

**PUBLIC COMMENTS #1:** None

### **CURRICULUM AND PLANNING, 2016/17**

#### **Karla Graessley, Director of Elementary Education/Office of Student Affairs (OSA)**

- Presented on current status of District Turnaround Network (DTN), closing in on launch items. The catalyzing event takes place on Welcome Day, August 29th.
- 2016/17 will work on systems for Phase I and bringing to scale by building, via principals.
- DTN systems will standardize data collection, assessment, actions and language.
- Dr. Edmondson talks about launching the DTN, aligning with the Board goals and reporting of information to the Board of Education (BOE). Having a BOE representative is helpful to understanding the urgency and critical work, with clear understanding of delivery of message from OSA to BOE.

#### **Laura Frey-Greathouse, Director of Students and Staffing/Office of Student Affairs**

Part of DTN Phase 1

- What resources will staff receive? Tier 1:
  - Climate and culture
  - Looking at Conscious Discipline, reactions to situations and self-regulation for students and adults
  - Structures and routines
- Tier 2:
  - Restorative Practices
  - Cultural Proficiency - monthly meetings with Dr. Shayla Griffin
- Tier 3: Targeted Support
  - Social work support in every building
  - UM Depression Center
  - Cognitive Behavioral Therapy (CBT)
- Intense student support is fully non-academic
- Looking at MTSS tiers, we need referrals to enter into the process tier
- Title 1 and 31A budgets reflect MTSS tiers, social emotional or academic needs being met
- Guaranteed curriculum: how it's organized, plans by school, coaches to help drive practices

**Linda Kuzon - Director of Secondary Education/Office of Student Affairs**

## Building Presentations

- **Scott Snyder and Cory Gildersleeve** - academic scheduling and programming at Ypsilanti Community High School
  - One word to describe vision:
    - Collaborate. A singular focus of staff collaborating to evaluate our impact on learning.
  - Describe STEMM and New Tech programs
    - STEMM will function on A/B block schedule. Students can finish their requirements in 3 years and obtain a certificate or associate degree
    - New Tech will share the same floor, laboratories
      - Project-based learning
      - 1-1 learning (laptop)
      - Using Echo program (online) and integrated course (two courses together, this year will be City Stats, economics and gov't, civics and statistics)
    - Both programs are promoted by SLC leaders, Scott Heister and Trish Thomas. All SLCs have common planning and professional development time.
  - What is the plan for program implementation with reduced staff?
    - Freshman House
    - 8 periods with 6 core and 2 unified arts (with Read 180, Math 180)
    - Senior Project - now tied to 12th grade ELA class completed by Spring Break
  - Choir, band and art programs?
    - Emphasis for growing arts: Art includes drawing, ceramics. Band includes Freshman (18 week course), Exploratory, Symphony, Choir.
  - Plan for increased achievement?
    - Honors ELA, math, social studies
    - Repeaters, financial literacy, advisory skills
    - Looking at stop gaps for lack of physics instruction
    - District plans for New Tech families and understanding of the program's continuation, supporting changes within STEMM's SLC leader
  - Mechanisms to ensure credits and proficiency?
    - Credit goes to support staff, counselors for generating student information and credits earned. They have been sorted and reverse order by age and credits and parents will be contacted by Jonathan Royce as ACCE candidates or support program. Repeater classes will be run as academic probation and parents must sign a compact.

## Jonathan Royce, Principal at ACCE

- One word to describe vision:
  - Community. Students need to feel safe. Give them a home and the education piece they need.
  - Most students are in tier 3 and will need supports, remediation, credits or behavior wise. 60 targeted students running on the same high school program. After school program will start afterward for credit recovery.
- Program and achievement goals
  - 4 day academic Monday through Thursday, Friday will be out in the community
    - Partnerships with Holmes School, pilot program for reading and peer mentorship
    - Community organizations to partner with, internships
    - Increase attendance, course completion, building strong connections through community



- Interaction with high school
  - Athletics are available
- Interaction with community
  - Partnerships, picnics
  - AATA will provide transportation less some WCC runs via traditional transportation. Families have a mandatory meeting at ACCE on Aug. 24th, where cards will be distributed, practice rides will be encouraged, bus cards can be used month long, every 30 minutes a route is available.

### **Bob Wellman, Director of Athletics**

- One word to describe vision:
  - Opportunity. We are giving students an opportunity to interact with peers, adults, life lessons. Opportunities for respect, interact with different students and environments.
- What sports are we offering?
  - Fall: Varsity/JV football (hope for Freshman football), Freshman/JV volleyball, soccer, cheerleading, boys' and girls' cross country
  - Winter: basketball (all levels), girls basketball (all levels), wrestling, sideline cheer, Varsity boys' swimming, boys' and girls' bowling
  - Spring: baseball, softball, boys' Varsity golf
    - Possible partnership with Polo Fields
    - Improvement of personal records in swimming
    - Hoping to add girls' golf
    - Little interest in lacrosse (only 6 signed up last year)
  - Middle School: 7th, 8th grade football, cheer, boys' and girls' basketball, wrestling, track
- What academic supports are in place for students?
  - Bright Futures
  - When students become ineligible, they will carry a travel card
  - Athletic GPA last year was 2.75, overall was below 2.0 indicating student athletes do better than the general population
  - Students must pass 66% of their course load to be athletics eligible. Grade checks start week 2 of school. If a student fails a class, coaches are notified, tutors are put into place. Hoping to implement 2.0 minimum later on, but concerns about losing athlete numbers. Most districts follow 66% passing guidelines.
- What fundraisers have been put into place?
  - Coach Jackson's presence has brought Kirk Profit and Tom Biggs, bringing donations to the football program. Bill Martin, former UM Athletic Director, gave a donation specifically used for uniforms and pads, videos, improve weight room and helping all athletes.
- Upcoming
  - Wellman will provide a weekly written brief with an overview of what's happening in the district and what's upcoming.

### **Aaron Rose, Principal of Ypsilanti Community Middle School**

- Fiscally responsible and honoring the work of professional staff
- One word to describe vision:
  - Exploration - to try new things in core, extracurricular
  - Vision - every student will be connected to YCMS through academics, clubs, athletics, mentorships, intentional connections with our students
  - Responsive of students' emotional and academic needs, teachers' needs in Turnaround work for professional growth

- Community - a safe, orderly place to receive education
- Master schedule
  - Able to fit lots of pieces into the schedule while maintaining fiscally responsible structure
  - Target purposeful, exploratory learning
  - 7th grade: STEMM
  - 8th grade: ACTech
- Through partnership with high school, immersion into culture building activities
- Developmental and grade appropriate environments will assist with learning
- Co-curricular classes: support work in SLC classes
- Building relationships within their house and recognizing cohorts of students who need more supports
- Planning within SLCs: teachers have 90 minute uninterrupted time to work on DTN, planning, etc.
- 6th grade: Target instructional support in Freshman academy: where promotion policy work will be designed. If students are retained, program must be different by design. If student is immersed in at-risk support, non negotiable supports for literacy and numeracy without grade level barriers.
- 7th grade: UM partnership, Pathways to Peace, staff culture planning, Conscious Discipline, Teaching with Poverty in Mind

#### **Raymond Alvarado, Principal at Estabrook Learning Community**

- One word to describe vision:
  - Readiness
  - 72% retention of 8th graders going to YCHS, others going to Belleville, Lincoln, Ann Arbor, moved away
  - Gender based classrooms: boys are 15% lower than girls in academics
  - Almost at capacity at Estabrook, close to 30 per classroom with exception of grades 3, 4, 8
  - Offering leadership class for older kids to offer leadership to younger kids
    - 5 areas of focus: Character building, career awareness, test readiness, informational text, leadership (time when they are assigned to younger students, mentoring younger students)
  - Upcoming survey of families regarding move to YCMS before end of year

#### **Cassandra Sheriff, Principal of Ypsilanti International Elementary School**

- One word to describe vision:
  - Purpose. The reason for which something is done, created or why it exists. We educate the whole child and every child receives academic success.
- Working with PYP certified instructor/coordinator, Jean Ramsayer
  - Will continue to work with Cassandra and staff to provide curriculum structure, taught lessons, mentor is vital in IB success (per Nhu Do and Jessica Garcia's advice)
  - Collaboration and team building, staff attended making the PYP happen
  - Jean will lead training the week of August 22-26 in classroom instruction and core curriculum requirements applied to IB framework
  - All staff will participate in training in November, Making PYP Happen in the Classroom
  - All staff at all grade levels will be trained in curriculum assessment, plan and coordinate for IB requirement framework, with continued collaboration with WIMA and WIHI
  - Beautification of the building, tour the building and meet teachers
  - Enrollment and class size represents diversity in race, gender

- Capacity:
  - Pre - k (age 3): full at 16
  - Pre - k (age 4): full at 16
  - Kindergarten: full at 50 (waitlist 4)
  - 1st grade: lowest enrollment
  - 2nd grade: 55/60
- Communications
  - Principals have been sent where Adams families were assigned, working together to work out enrollment transfers

#### **Dr. Edmondson, Transportation Summary**

- Dr. Edmondson and Bob Oliver have been working to ensure transportation is working with YCS. Versatran training to align software working with student information.
- Looking at AATA and possible alternative options for transportation next year
- Establishing expectations in customer service

#### **After School Update**

Champions continues partnership at Estabrook

YMCA at YIES with possibility to grow in district

Bright Futures at every building (less Beatty and Ford), adding Perry this year

Bottles and Backpacks continues relationship at Ford

Holmes and YCMS, after school and Title 1 programming

YCHS has Upward Bound, Robotics, tutoring for athletes, Bright Futures

Elevate K12 possible add at various elementary schools

Adjournment at 9:34 p.m.

Respectfully Submitted,

Sharon Lee, Secretary  
Board of Education  
Ypsilanti Community Schools

y.azzaro

# **YPSILANTI COMMUNITY SCHOOLS**

Administration Room, Professional Development Room • 1885 Packard Road, Ypsilanti, MI 48197

## **MINUTES: REGULAR MEETING OF THE BOARD OF EDUCATION**

### **Monday, August 22, 2016**

The meeting was called to order by Secretary Sharon Lee at 6:33 p.m. The Pledge of Allegiance was recited.

### **MEMBERS OF THE BOARD OF EDUCATION PRESENT:**

Meredith Schindler, Celeste Hawkins (late arrival), Brenda Meadows, Ellen Champagne, Maria Sheler-Edwards, Sharon Lee

### **MEMBER OF THE BOARD OF EDUCATION ABSENT:** Sharon Irvine

**ACCEPTANCE OF AGENDA:** Trustee Schindler made the motion, supported by Trustee Sheler-Edwards

Motion passed: 5/0

### **PUBLIC COMMENTS #1:**

Dr. Jeanice Swift, Superintendent of Ann Arbor Public Schools

Ann Arbor's Allen Elementary experienced a significant flood. AAPS is requesting consideration of housing the students and staff of Allen at a YCS location, namely West Middle School. Dr. Swift thanked the BOE for their consideration of the proposal.

### **APPROVAL OF CONSENT AGENDA:**

Trustee Champagne made the motion to accept the agenda, supported by Trustee Meadows

Motion passed: 5/0

### **ACTION ITEMS:**

#### **Approval of MCACA Mini Grant Submission**

Motion passes: 5/0

#### **Approval of Purchase of NWEA Map Assessment Licenses**

Trustee Sheler-Edwards made the motion, supported by Trustee Meadows

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows

Motion passed: 5/0

#### **Approval of Contract for Community Liaison: Barbara Malcolm**

Trustee Champagne made the motion, supported by Trustee Meadows

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows

Motion passed: 5/0

#### **Approval of Contract for Community Liaison: Alex Easley**

Trustee Champagne made the motion, supported by Trustee Meadows

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows

Motion passed: 5/0



**Approval of Contractual Agreements for Consultant Services - Mikel Brown, Restorative Practices Coach and Mary Anne Jaeger, SIOP Trainer**

Trustee Champagne made the motion, supported by Trustee Meadows

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows

Motion passed: 5/0

**Approval of Purchase of Illuminate Data & Assessment Management System**

Trustee Meadows made the motion, supported by Trustee Champagne

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows

Motion passed: 5/0

**Approval of Purchase of Accelerated Reader and Star 360**

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows

Motion passed: 5/0

**Approval of Purchase of Lexia Learning Web-Based Software**

Trustee Sheler-Edwards made the motion, supported by Trustee Meadows

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows, Vice President Celeste Hawkins

Motion passed: 6/0

**Approval of Purchase of Insurance from Go Care for Digital Promise iPads**

Trustee Meadows made the motion, supported by Vice President Hawkins

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows, Vice President Celeste Hawkins

Motion passed: 6/0

**Approval of Ann Arbor Public Schools Rental of YCS Facility**

**Amended: "...move that the Board of Education *authorize* the Superintendent to negotiate terms of Ann Arbor Public Schools' rental of West Middle School for Allen Elementary students for a period of at least four months."**

Discussion: West Middle School has passed inspections and is ready to go, pending a few requests and appropriate rental amount from Superintendent Swift. With the assistance (or "brokering") of WISD, the building will be made available pending BOE approval. Allen students currently use 29 classrooms (including extracurricular classes).

Trustee Meadows has concerns about open enrollment and ability to pull Ypsilanti district students. Dr. Swift confirmed enrollment was closed this morning for school-of-choice students. Allen has 415 students, but West will not be approved for pre-school students so those students will attend an alternative site.

Vice President Hawkins asked about how long the process would take to move Allen students into the building. Steve Burgess stated the school is move-in ready.

Superintendent Swift does not know the duration of rental but it will likely be months, not weeks. When Allen's renovation is complete, the plan is to move back to their school.

Trustee Lee made the motion, supported by Trustee Schindler

Request was made by Trustee Meadows for a roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Vice President Celeste Hawkins

Motion passed: 5/1

#### **DISCUSSION:**

A. **Second Read:** NEOLA Bylaws, 0140 (Enc. #6A)

B. **Second Read:** NEOLA Bylaws, 0170 (Enc. #6B)

No updates made to NEOLA Bylaws from last year. Request to use stronger language by Trustee Meadows regarding Bylaws on page 5 and 6.

The "x"ed language was compared to current language in a more updated version. The BOE marked it up to match the latest version. A discussion could be opened to add the language back in. Under section F to be revisited.

#### **PUBLIC COMMENTS #2:**

Steve Gray, commended and thanked the BOE for a "class act". He's very proud that leaders can make a decision to help out the Ann Arbor Public Schools and start a dialogue.

Jack Bauman, YCS Director of Human Resources, introduced new Assistant Principal, Djeneba Cheriff.

#### **REQUEST FOR CLOSED SESSION - 8(d) OMA, Purchase or Lease of Property**

Vice President Hawkins made the motion, supported by Trustee Meadows

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows, Vice President Celeste Hawkins

Motion passed: 6/0

The meeting was called to closed session at 8:03 p.m. The meeting reconvened to open session at 8:27 p.m.

#### **APPROVAL OF RESOLUTION AUTHORIZING PURCHASE AGREEMENT FOR 2100 ELLSWORTH ROAD PROPERTY (Ardis):**

Trustee Champagne made the motion, supported by Trustee Meadows

Roll call vote

Ayes: Trustee Meredith Schindler, Trustee Maria Sheler-Edwards, Trustee Sharon Lee, Trustee Ellen Champagne, Trustee Brenda Meadows, Vice President Celeste Hawkins

Motion passed: 6/0

#### **ITEM TABLED: REQUEST FOR CLOSED SESSION - 8(h) OMA, Attorney/Client Privilege**

#### **BOARD/SUPERINTENDENT COMMENTS:**

Opening day is Monday, August 29th and the BOE is invited to attend.

Trustee Champagne would like to thank Dr. Edmondson and Steve Burgess as well as the Facilities Advisory Board for their hard work. Regarding Allen School, Trustee Champagne is happy to help the Ann Arbor Public Schools but would like the bussing issue to be leveraged.

Trustee Sheler-Edwards clarified bubble stops were being opened up to Ypsilanti district students, where parents could drop off students to the closest AAPS bus stop.

Dr. Edmondson states this was the "right thing to do" as we have the resource for them.

Trustee Schindler stated this is an example of being "a good neighbor".

Trustee Meadows stated "although this is the right thing to do, what would Ann Arbor have done?"

Vice President Hawkins confirmed the Heritage Festival is this weekend as is the ParkRidge Summer Festival. She also hoped there would be positive press about attendance at WIMA. She also mentioned the Attendance Matters campaign and wanted to thank Yen Azzaro for her design work.

Superintendent Edmondson has a meeting with Natasha Baker, the Michigan School Reform Officer this coming week and looks forward to academic growth.

**ADJOURNMENT at 8:40 p.m.**

*Attachment:*

- 1) Resolution Authorizing Purchase Agreement for 2100 Ellsworth Road Property (Ardis)

Respectfully Submitted,

Sharon Lee, Secretary  
Board of Education  
Ypsilanti Community Schools



Ypsilanti Community Schools, Washtenaw County, Michigan (the "District").

A regular meeting of the Board of Education (the "Board") was held in the Professional Development Room, within the boundaries of the District, on the 2nd day of August, 2016, at 6:30 o'clock in the P.m.

The meeting was called to order by Sharon Lee, <sup>Secretary</sup>~~President~~.

Present: Members Meredith Schindler, Celeste Hawkins, Brenda Meadows, Ellen Champagne, Maria Sheler-Edwards & Sharon Lee

Absent: Members Sharon Irvine

The following preamble and resolution were offered by Member Ellen Champagne and supported by Member Brenda Meadows

WHEREAS, the District has received an offer from Hope Community Church (the "Purchaser") to purchase real property owned by the District located at 2100 Ellsworth Road within the Township of Ypsilanti, Washtenaw County, Michigan (the "Property"), which Property is more fully described in the Offer to Purchase Real Estate and Addendum to Purchase Agreement (collectively, the "Purchase Agreement" and "Addendum"), copies of which are attached hereto and made a part hereof as Attachments "1" and "2"; and

WHEREAS, the Board has determined that the Property is no longer necessary for school purposes and that it would be in the best interests of the District to sell the Property to the Purchaser upon the terms and conditions contained in the Purchase Agreement and Addendum; and

WHEREAS, the Board desires to authorize and direct Dr. Benjamin Edmondson, the Superintendent of Schools, or his designee, to execute the Purchase Agreement and Addendum substantially in the form as Attachments "1" and "2," to make any revisions to the Purchase Agreement and Addendum not inconsistent with this resolution, and to take any other action to sell the Property, subject to review and approval by the District's legal counsel.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board hereby authorizes the sale of the Property to the Purchaser.
2. The Board authorizes and directs Dr. Benjamin Edmondson, the Superintendent of Schools, or his designee, to execute the Purchase Agreement and Addendum substantially in the form as Attachments "1" and "2," to make any revisions to the Purchase Agreement and Addendum not inconsistent with this resolution, and to take any other action to sell the Property, subject to review and approval by the District's legal counsel.

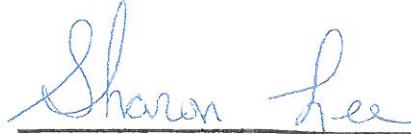


3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

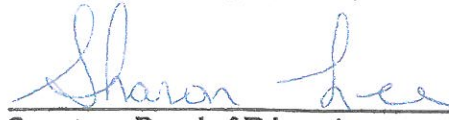
Ayes: Members 6/0 Meredith Schindler, Maria Sheler-Edwards, Sharon Lee,  
Ellen Champagne, Brenda Meadows & Celeste Hawkins

Nays: Members 0

Resolution declared adopted.

  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on August 22nd, 2016, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

  
Secretary, Board of Education

GWV/ssw

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| Name              | Pay Rate                                 | Location      | Position                  | New Position or |
|-------------------|------------------------------------------|---------------|---------------------------|-----------------|
| New Hire          |                                          |               |                           |                 |
| Alexander, Keisha | \$12.25                                  | High School   | Receptionist              | Replacement     |
| Altimus, Janet    | \$11.65                                  | Ford          | Paraprofessional          | Replacement     |
| Anderson, David   | \$43,000.00                              | High School   | Teacher                   | Replacement     |
| Cooper, Gary      | \$10.65                                  | Middle School | Food Service Worker       | Replacement     |
| Gamble, Amy       | \$18.75                                  | Perry         | Associate Teacher         | Replacement     |
| Ghassemi, Dina    | \$47,750.00                              | High School   | Teacher                   | Replacement     |
| Harris, Rashawnda | \$41,000.00                              | TBD           | 31a At-Risk Social Worker | New             |
| McQueen, Earlene  | \$11.65                                  | YIES          | Food Service Worker       | Replacement     |
| Rosas, Aydee      | \$48,000.00                              | Estabrook     | Psychologist              | Replacement     |
| Russo, Andrew     | \$47,750.00                              | ACCE          | Teacher                   | Replacement     |
| Anderson, Trasha  | \$15.50                                  | Beatty        | Associate Teacher         | Replacement     |
| Wilson, Teisha    | \$10.00                                  | Ford          | Food Service Worker       | Replacement     |
| Berryman, Amber   | \$51,250.00                              | New Tech      | Teacher                   | Replacement     |
| Boyd, Brianne     | \$47,750.00                              | High School   | Teacher                   | Replacement     |
| Carroll, Margaret | \$56,250.00                              | High School   | Teacher                   | Replacement     |
| Drake, Larry      | \$10.00                                  | High School   | Food Service Worker       | Replacement     |
| Holtzman, Joseph  | \$43,000.00                              | High School   | Teacher                   | Replacement     |
| Kotcher, Dawn     | \$15.00/hr                               | Perry         | At Risk Attendance Liason | Replacement     |
| Lawhead, Coral    | \$47,750.00                              | High School   | Teacher                   | Replacement     |
| Maye, Lynn        | \$42,350.00                              | Ford          | 31a At-Risk Social Worker | New             |
| Petersen, Rachel  | \$36,000.00                              | High School   | Teacher                   | Replacement     |
| Powell, Lynwood   | \$40,000.00                              | ACCE/Holmes   | 31a At-Risk Social Worker | New             |
| Spencer, Alisha   | \$10.00                                  | Middle School | Food Service Worker       | Replacement     |
| Stanczyk, Andrea  | \$36,000.00                              | High School   | Teacher                   | Replacement     |
|                   |                                          |               |                           |                 |
| Resignations      |                                          |               |                           |                 |
|                   |                                          |               |                           |                 |
| Schaffer, Laura   |                                          | Middle School | Teacher                   |                 |
| Riccinto, Adam    |                                          | High School   | Teacher                   |                 |
| Arum, Angela      |                                          | High School   | Teacher                   |                 |
| Caldron, Carolos  |                                          | Perry         | ESL Para Pro              |                 |
|                   |                                          |               |                           |                 |
| Leave             |                                          |               |                           |                 |
|                   |                                          |               |                           |                 |
| Mercieca, Valerie |                                          | Perry         | Teacher                   |                 |
|                   | Prepared by: L. Nowling, Human Resources |               |                           |                 |
|                   |                                          | 8/31/2016     |                           |                 |

**Enclosure #6A**  
**APPROVAL OF PURCHASE AGREEMENT/RESOLUTION FOR ARDIS PROPERTY**  
**Meeting of 9/12/16**  
*Presented by **Benjamin Edmondson***  
*Prepared by **Samantha Gallo***

|                                                                                                                                                                                                         |                                  |                    |                      |            |               |                 |                 |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <i>Discussion</i><br><input checked="" type="checkbox"/> <i>Action – Roll Call</i><br><input type="checkbox"/> <i>Action – Voice</i><br><i>Ayes</i> _____<br><i>Nays</i> _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                                         | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Abstain                          |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

*Re: Ardis Property; 2100 Ellsworth Road; Ypsilanti, Michigan 48197*

This Purchase Agreement and sale resolution are for the sale of the Ardis property. The Board of Education considered the purchase or lease of this property at its July 25, 2016 meeting. A sale resolution prepared by Thrun Law was approved by the Board of Education at its August 22, 2016 meeting.

**Proposed Motion**

***" .... move that the Board of Education approve the Purchase Agreement and sale resolution for the sale of the Ardis property located at 2100 Ellsworth Road."***

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

See Agreement for Details

**Attachments:**

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



Pastor Paul Manwiller  
Hope Community Church  
PO Box 970941  
Ypsilanti, Michigan 48197



August 17, 2016

Dear Dr. Edmondson:

Thank you for all your hard work on the resolution, purchase agreement, and addendum. I am glad we are so close to the finish line. I am returning to you the purchase agreement and addendum.

The purchase agreement remains intact, though there are some corrections that I have noted and initialed on the document. First, the legal description of the property was inaccurate; I contacted the Ypsilanti Township assessor and got the proper legal description. I learned from the assessor that the Ardis School property sits on two parcels, each with its own parcel ID number. The corrected legal description has now been placed in the addendum. Second, regarding the purchase agreement, we have revised the amount of our down payment. This was done in consultation with our lender, Union Bank. Finally, I corrected a line that refers to the addendum, noting the date that the addendum has been revised. I initialed each of these corrections, and our realtor requests that you would also initial the changes, initial each page, and sign the purchase agreement.

Regarding the addendum, last Friday I sent it to our attorney for her review. As I understand it, she worked on the document so that it would conform to standard practice for commercial real estate transactions. It begins with the corrected property description and ends with an entirely new date and signature. A significant feature of this addendum is an offer from our church allowing the school district to lease the culinary arts wing of the building from us, rent-free, for a period of four years. Our attorney says that this lease agreement--regarding utilities, insurance and the like--should be our next focus and should be finalized before the closing. Our attorney is Teresa Streng of the law firm Kaiser Streng, PLLC. Mrs. Streng says she is quite willing to address any questions you may have. As with the purchase agreement, our realtor requests that you initial each page and sign the document.

I look forward to seeing you at the Monday school board meeting. Our church looks forward to many years of good collaboration with the Ypsilanti Community Schools. As always, you may call me at my office, 734-721-8190. You also have my email address: [pastormanwiller@gmail.com](mailto:pastormanwiller@gmail.com). Dr. Edmondson, it is a blessing for me to get to know you and work with your administrative staff.

Sincerely Yours,

Paul C. Manwiller  
Pastor, Hope Community Church



Ypsilanti Community Schools, Washtenaw County, Michigan (the "District").

A \_\_\_\_\_ meeting of the Board of Education (the "Board") was held in the \_\_\_\_\_, within the boundaries of the District, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_ o'clock in the \_\_\_\_m.

The meeting was called to order by \_\_\_\_\_, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_

**WHEREAS**, the District has received an offer from Hope Community Church (the "Purchaser") to purchase real property owned by the District located at 2100 Ellsworth Road within the Township of Ypsilanti, Washtenaw County, Michigan (the "Property"), which Property is more fully described in the Offer to Purchase Real Estate and Addendum to Purchase Agreement (collectively, the "Purchase Agreement" and "Addendum"), copies of which are attached hereto and made a part hereof as Attachments "1" and "2"; and

**WHEREAS**, the Board has determined that the Property is no longer necessary for school purposes and that it would be in the best interests of the District to sell the Property to the Purchaser upon the terms and conditions contained in the Purchase Agreement and Addendum; and

**WHEREAS**, the Board desires to authorize and direct Dr. Benjamin Edmondson, the Superintendent of Schools, or his designee, to execute the Purchase Agreement and Addendum substantially in the form as Attachments "1" and "2," to make any revisions to the Purchase Agreement and Addendum not inconsistent with this resolution, and to take any other action to sell the Property, subject to review and approval by the District's legal counsel.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board hereby authorizes the sale of the Property to the Purchaser.
2. The Board authorizes and directs Dr. Benjamin Edmondson, the Superintendent of Schools, or his designee, to execute the Purchase Agreement and Addendum substantially in the form as Attachments "1" and "2," to make any revisions to the Purchase Agreement and Addendum not inconsistent with this resolution, and to take any other action to sell the Property, subject to review and approval by the District's legal counsel.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

\_\_\_\_\_  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2016, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

\_\_\_\_\_  
Secretary, Board of Education

GWV/ssw

w:\wdsystem\wddocs\clledoc\3659\1\01246408.docx



Attachment "1"**OFFER TO PURCHASE REAL ESTATE**

THE UNDERSIGNED hereby offers and agrees to purchase the following land and property situated in the Township of Ypsilanti, Washtenaw County, Michigan, described as follows:

SEE ADDENDUM

YP#39-35-2 COM AT NW COR OF FRENCH CLAIM 690, TH N 74 DEG 58' 40" E 1056.0 FT IN N FOR PL OF BEG, TH CONT N 74 DEG 58' 40" E 811.72 FT, TH S 13 DEG 20' 20" E 617.0 FT, TH SL I7N4E DOEFGS A518D' 4C0L'A IWM T6H58 N.0 8 F8T D, FEHG 2S9 '1 330 D' EWG 11003' .5308" FET, 5 ST6H. ON F1T3, DTHEG S 1704' 800E" G W 5 89'3 410."1 2W F 5T8, 1T.H2 6N E7T4, TDHE GS5 183' 4D0E" G E 1502'5 5.907" EF T2,2 TOH.1 N5 F1 T3, DEG 10' 50" W 412.50 FT TO PL OF BEG, BEING PART OF FRENCH CLAIM 690 T3S-R7E-22.82 AC.

PCM

being known as 2100 Ellsworth Road, together with all improvements and appurtenances and including all lighting fixtures, now on the premises, and to pay therefore the sum of One Million One Hundred Thousand Dollars, \$1,100,000 (The "Purchase Price") subject to the existing building and restrictions of record, easements for public utilities, and zoning ordinances, if any, upon the following conditions:

**THE SALE TO BE CONSUMMATED BY****Cash Sale  
with New  
Mortgage**

1. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. Purchaser agrees that he/she will immediately apply for a Commercial mortgage in the amount of ~~\$825,000~~ \$770,000, and pay ~~\$275,000~~ \$330,000 down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution.

PCM  
PCM**Evidence  
of Title**

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a Policy of Title Insurance without standard exceptions issued by a Title Company in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this order.

**Time of  
Closing**

3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within N/A days after delivery of the policy of title insurance; however, if the sale is to be consummated in accordance with paragraph 1, then the closing will be governed by the time there specified for obtaining a mortgage.

**Title Objections**

4. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date of notification in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof.

**Possession**

5. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: N/A. If the Seller occupies the property (other than the culinary arts department) it shall be vacated on or before 30 days after closing. From the date of closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ N/A per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ N/A as security for said occupancy charge, paying to the Purchaser the amount due Purchaser returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

**Taxes and  
Prorated  
Items**

6. All taxes and assessments which have become a lien upon the land and property at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with Fiscal Year (insert one: "Fiscal Year" or "Due Date", if left blank, "Fiscal Year" applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing.

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

DS  
Pm

8. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns. It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ Zero.

The closing of this sale shall take place at the office of Local Title Company. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained Or Local Title Company.  
Additional conditions, if any:

See Addendum to Purchase Agreement (dated July 28, 2016)

AUGUST 17, 2016

PCM

WITNESS:

*Paul Manwiller*

7/28/2016 | 11:55 AM EDT

Dated: \_\_\_\_\_

PURCHASER(S):

DocuSigned by:

*Paul Manwiller*

8F12FDE76F8C4AD...

**Hope Community Church**

Address: **PO Box 970941, Ypsilanti, MI 48197**

Phone #: **(734) 721-8190**

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

SELLER(S):

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

#### PURCHASER'S RECEIPT OF ACCEPTED OFFER

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

Dated: \_\_\_\_\_

PURCHASER(S):  
\_\_\_\_\_



**ADDENDUM TO PURCHASE AGREEMENT**

PROPERTY: 2100 Ellsworth Road, Ypsilanti, MI 48197  
PURCHASE AGREEMENT DATED: 7/28/2016  
FOR THE PRICE OF \$1,100,000.00  
SELLERS: Ypsilanti Community Schools  
PURCHASERS: Hope Community Church  
ADDENDUM DATED: Aug 17, 2016

ABOVE CAPTIONED PURCHASE AGREEMENT IS HEREBY AMENDED ☐ OR ADDED TO  
AS FOLLOWS:

**LEGAL DESCRIPTION:**

**East Parcel connected to Ellsworth; number K1139251001**

YP#39-3G-2 COM AT NW COR OF FRENCH CLAIM 690, TH N 74 DEG 58' 40" E 1056.0 FT IN N LINE OF SAID CLAIM FOR PL OF  
BEG, TH CONT N 74 DEG 58' 40" E 811.72 FT, TH S 13 DEG 20' 20" E 617.0 FT, TH S 74 DEG 58' 40" W 658.0 FT, TH S 13 DEG 10' 50"  
E 536.0 FT, TH S 74 DEG 58' 40" W 581.26 FT, TH S 13 DEG 10' 50" E 220.15 FT, TH N 88 DEG 29' 30" W 103.38 FT, TH N 13 DEG 10'  
50" W 931.12 FT, TH N 74 DEG 58' 40" E 525.97 FT, TH N 13 DEG 10' 50" W 412.50 FT TO PL OF BEG, BEING PART OF FRENCH  
CLAIM 690 T3S-R7E 22.82 AC.

**West Parcel connected to Hewitt; number K1139250003**

YP#39-3H-2 COM AT NW COR F.C. 690, TH S 13 DEG 10' 50" E 569.61 FT ALNG W LN OF F.C. TO P.O.B., TH N 74 DEG 58' 40" E  
285.03 FT, TH N 13 DEG 10' 50" W 157.11 FT TH N 74 DEG 58' 40" E 245.0 FT, TH S 13 DEG 10' 50" E 207.11 FT, TH S 74 DEG 58' 40"  
W 530.03 FT, TH N 13 DEG 10' 50" W 50.0 FT TO P.O.B. FRENCH CLAIM 690 T3S R7E 1.49 AC.

**1. Purchaser's offer is subject to the following:**

- (a) Seller providing any existing survey of property that confirms that the building is within the lot lines and that there are no encroachments, if available.
- (b) Seller shall disclose any knowledge, reports, and investigations regarding contaminants on site and any deficiency reports from any jurisdiction having authority.
- (c) Seller providing all available construction drawings, plans, specifications, existing as-built documents, soils reports, construction testing approval, leases or rental agreements for Purchaser's review and approval, if available.
- (d) Purchaser being satisfied that the intended use is in accordance with the zoning provisions and codes of the Township of Ypsilanti.
- (e) Purchaser being satisfied with a complete physical inspection of the premises. Inspection to be at Purchaser's expense and sole direction. Inspection to include, but not be limited to, examination of all mechanical systems, roof, structure, utility services, ground or soil, etc. Should Purchaser be dissatisfied with any results of said inspections and examinations, Purchaser may declare this offer null and void.

1. PCM 8/17/16

(f) This Purchase Agreement is contingent upon approval from all authorities having jurisdiction including site plan approval from the planning commission, zoning approval from the zoning board of appeals, and receipt of a certificate of occupancy from the building department.

(g) Purchaser obtaining a mortgage as specified in Paragraph 1 of the Purchase Agreement.

(h) Purchaser obtaining congregational approval in accordance with the Constitution of Hope Community Church.

(i) Purchaser obtaining a satisfactory legal opinion after Purchaser's legal counsel reviews Purchase Agreement and Addendum. Legal advice from the Purchaser's or Seller's legal counsel may result in necessary alterations to these documents.

(j) Purchaser shall satisfy the contingencies related to building inspections, congregational approval, and legal counsel within twenty (20) days of the Purchaser's and Seller's acceptance of this Purchase Agreement. All other contingencies, notably those in connection with township approvals and mortgage approval shall be satisfied within sixty (60) days of the Seller's and the Purchaser's acceptance of the Purchase Agreement.

(k) The due diligence period to satisfy the requirements stated above to be completed by the Purchaser after the Seller's acceptance of this Purchase Agreement. Any dissatisfaction is to be evidenced in writing by the Purchaser.

(l) As a part of this Agreement, Purchaser will be willing to negotiate a Lease between the Parties (Purchaser and Seller). This Lease would require that the Purchaser would allow the Seller to utilize the culinary wing of the building for a period of 4 years rent free. The Lease would guarantee use of the culinary wing every weekday all year with certain holiday exceptions. Additionally, Saturdays could be scheduled in advance in the Lease or by giving 48 hours' notice. Seller agrees as a part of this Lease to reimburse Purchaser the cost of all necessary utility usage in connection with their utilization of the building. Both Parties agree to negotiate the rest of the Lease covenants at some point in the near future. Both Parties agree that the kitchen equipment in the culinary wing would be the property of the Seller during the Lease and after the conclusion of the Lease. The Seller will be required to provide a list of said equipment to the Purchaser to be made part of the Lease. The Seller will be required to provide all necessary insurance for said equipment and liabilities connected with operating a culinary arts school. Seller agrees to deposit with Purchaser a security deposit sufficient to cover any damages beyond normal wear and tear. The Seller will pay for snow removal on the weekdays they are in operation.

2. Seller hereby represents and warrants, to the best of the Seller's knowledge, to Purchaser (which representation shall be accurate as of and after the closing date) that it has received no notice of any violation of any city, county, state, or federal law, regulation, order, or mandate pertaining to environmental matters affecting the property, including underground storage tanks. Seller shall provide the attached certification (see Exhibit A) to Purchaser within twenty (20) days of the Purchaser's and Seller's acceptance of this Purchase Agreement.

2. Pcm 8/17/16



3. Seller warrants and represents, to the best of the Sellers knowledge, the following:

- (a) Sellers have no knowledge of any latent structural or mechanical defects which need to be repaired in order to render the facility safe and reasonably maintained.
- (b) There are presently no mechanics' liens affecting the property.
- (c) They have not received written notice of any condemnation proceedings.
- (d) There are no lawsuits presently pending, nor have any lawsuits been threatened as of the date of this agreement which may affect the property.
- (e) They have not received notice from the city or other governmental agency regarding the property requiring a correction or other work as it relates to the property.
- (f) That there are no contracts affecting the property that are not terminable within thirty (30) days' notice of cancellation.
- (g) That they have the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this agreement.
- (h) That there are no outstanding undisclosed leasehold interests on the property whatsoever.

4. No employee or agent of either Seller or Purchaser shall be held personally responsible for the performance of services related to the sale of the property, except to the extent that any such loss, claim, damages or liability are finally judicially determined to have resulted from the gross negligence, bad faith, willful misfeasance, or reckless disregard of the obligations or duties of said employee or agent.

5. This Purchase Agreement has been prepared for submission to Seller's and Purchaser's attorney for approval within 20 days of the acceptance of this Purchase Agreement by both Parties. No representation or recommendation is made by Real Estate One Inc and Pam Hicks as to the legal sufficiency, legal effect, or tax consequences of this Purchase Agreement or the transaction relating thereto; the Parties shall rely solely upon the advice of their own legal counsel as to tax/legal consequences of this Purchase Agreement.

6. Purchaser agrees to take the property "as is" and in the condition present at closing, subject to the certification provided for in paragraph 2 above. Any written confirmation Seller wants from Purchaser to this effect shall be presented to Purchaser within twenty (20) days of the Purchaser's and Seller's acceptance of this Purchase Agreement. There are no other or additional written or oral understandings between the parties except the Seller's warranty of title and any other warranties signed at closing.

7. The Warranty Deed required shall warrant title to the Property free and clear of all liens, encumbrances and conflicting claims of ownership other than the following:

3. Pam 8/17/16



- (a) building and zoning laws, ordinances and regulations;
  - (b) recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
  - (c) recorded and existing restrictions, if any;
  - (d) recorded and existing utility or roadway easements and rights-of-way;
  - (e) all other rights, restrictions, reservations, easements, encroachments, defects, and other matters of record disclosed in the commitment for title insurance that is provided to Purchaser; and
  - (f) Seller has the right of first refusal to repurchase the property. Purchaser shall provide Seller a copy of any third party offer. Seller shall have 45 days from receipt of said offer to make purchaser a substantially similar offer. Any resulting purchase agreement shall be subject to the property appraising at the contract price as determined by an ADA certified appraiser.
8. It is the intention and agreement of Seller and Purchaser that following conveyance of the Property to Purchaser, Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown which may be in or about the Property, and as stated above, the Purchaser is accepting the Property in its "as is" condition with full liability therefore. The Seller and Purchaser agree, if a conveyance of the Property occurs:
- (a) Purchaser shall, at its sole expense, be responsible for and pay the cost of, any and all environmental assessments and remedial actions, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the Michigan Public Acts of 1994, as amended, or any and all other applicable Federal, State or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.
  - (b) Purchaser shall, at its sole expense, be responsible for and pay the cost of, investigation, repairs and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations; and are not in violation of any federal, state or local laws, regulations or orders pertaining to the environment or use of the Property.
  - (c) Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties, including (not by way of limitation) Purchaser's employees and members of the general public, by reason of exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to Purchaser.

4. Pcm 8/17/16

(d) Purchaser shall not look to Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous waste (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) Purchaser hereby agrees to indemnify and save harmless Seller, its successors and assigns from any and all damages, judgments, administrative order, fines, civil and criminal penalties including, not by way of limitation, all actual attorneys' fees incurred by Seller in defending against such claims or in enforcing this subparagraph (e) or any other provisions of this Paragraph 8 which Seller may incur or be subject to by reason of the Purchaser's failure to perform promptly and adequately, the obligations under subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous waste (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency.

(f) Seller shall promptly notify Purchaser in reasonable detail of any claim, demand, action or proceeding for which indemnification will be sought under this Purchase Agreement. Likewise, Purchaser shall promptly notify Seller in reasonable detail of any claim, demand, action or proceeding against Purchaser for which Seller would be entitled to indemnification under the Purchase Agreement. Seller shall have the right to participate with respect to any claim, demand, action or proceeding. In connection with any such claim, demand, action or proceeding, Seller and Purchaser shall cooperate with each other and provide each other with access to relevant books and records in their possession and Purchaser shall provide Seller with reasonable access to the Property.

(g) The provisions of this Paragraph 8 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provision shall not affect the enforceability of the remaining provisions.

(h) This Paragraph 8 shall inure to the benefit and be binding upon the Seller and the Purchaser, its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by Purchaser.

(i) The provisions of subparagraphs (a) through (h) above, along with the certification required by paragraph 2, shall, at the closing, be placed in recordable form, signed and acknowledged by Purchaser and Seller and then recorded by Seller, at its expense, with the Washtenaw County, Michigan, Register of Deeds.

9. No real estate broker has been retained by seller. Purchaser's real estate broker is Pam Hicks of Real Estate One, Inc, 217 W. Ann Arbor Rd, Plymouth, Michigan, 48170.

EXCEPT AS AMENDED BY THIS ADDENDUM, ALL OTHER TERMS AND CONDITIONS OF SAID PURCHASE AGREEMENT TO REMAIN THE SAME AND IN FULL FORCE.

Witness

Date

Nae Manniller 8/17/16

Witness

Date

Seller

Paul C. Mast

Purchaser

5. PCM 8/17/16



Addendum - Exhibit A

**SELLER'S CERTIFICATION CONCERNING HAZARDOUS MATERIALS**

Regarding property offered for sale at 2100 Ellsworth Road, Ypsilanti, Michigan 48197 (the Property) to Hope Community Church, Ypsilanti, Michigan (Purchaser), Ypsilanti Community Schools, Washtenaw County, Michigan (Seller), warrants and certifies the following:

1. It did not manufacture, spill, dispose of, or store hazardous materials or toxic substances at the Property, nor did it allow any other person or entity to manufacture, spill, dispose of, or store hazardous materials or toxic substances on the Property;
2. It has no knowledge that hazardous materials or toxic substances have been manufactured, spilled, disposed of, or stored at the Property;
3. It did not install or permit to be installed an underground storage tank for the storage or disposal of industrial wastes, hazardous or flammable substances, toxic materials, or fuel at the Property;
4. It has no knowledge that an underground storage tank used for the storage or disposal of industrial waste, hazardous or flammable substances, toxic materials, or fuel has been present at the Property;
5. It has no knowledge of any past, current, or pending private or government investigations or enforcement actions (other than knowledge, reports, and investigations already disclosed) pertaining to hazardous materials, toxic substances, environmental contamination, or pollution at the Property or property adjacent to it; and
6. It understands that Purchaser's acceptance of the Property in "as is" condition at closing is in reliance upon this certification.

Dated: \_\_\_\_\_

Ypsilanti Community Schools

By: /s/ \_\_\_\_\_

Benjamin Edmondson

Its: Superintendent of Schools

STATE OF MICHIGAN

WASHTENAW COUNTY

)

)

Acknowledged before me in Washtenaw County, Michigan, on \_\_\_\_\_ by Benjamin Edmondson.

/s/ \_\_\_\_\_

Notary's Name: \_\_\_\_\_

Notary public, State of Michigan, County of \_\_\_\_\_.

My commission expires \_\_\_\_\_. Acting in the County of Washtenaw.



**Enclosure #6B**  
**APPROVAL OF RESOLUTIONS REGARDING 2016 REFUNDING BOND ISSUES**  
***Series A \* Series B \* Series C***  
**Meeting of 9/12/16**  
*Presented by **Cathy Secor***  
*Prepared by **Samantha Gallo***

|                                                                                                                                                                                           |                                  |                    |                      |            |               |                 |                 |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <b>Discussion</b><br><input checked="" type="checkbox"/> <b>Action – Roll Call</b><br><input type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                           | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Abstain                          |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           |                                  |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

Attached are three resolutions regarding the 2016 refunding bonds. Michael Gresens of Thrun Law Firm and Craig Kahler of Fifth Third Securities will be in attendance to give a brief overview of the sale of the 2016 Refunding Bond Issues - Series A, B & C from the legal and financial perspectives.

**Proposed Motion**

***" .... move that the Board of Education approve the resolutions regarding the 2016 refunding of the Series A, Series B and Series C bonds."***

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

**Attachments:**

*Resolutions: 1) Series A; 2) Series B, and; 3) Series C*

☒ **Enclosed (3)**     ☐ **To Be Distributed Separately**     ☐ **None**

Ypsilanti Community Schools, Washtenaw County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the \_\_\_\_\_, within the boundaries of the Issuer, on the 12<sup>th</sup> day of September, 2016, at \_\_\_\_ o'clock in the \_\_\_\_m.

The meeting was called to order by \_\_\_\_\_, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**WHEREAS:**

1. By resolution adopted on July 25, 2016 (the "Bond Resolution"), this Board authorized the issuance of not to exceed Forty-Two Million Dollars (\$42,000,000) 2016 Refunding Bonds, Series A (the "Bonds") for the purpose of refunding, on behalf of the former School District of Ypsilanti, County of Washtenaw, State of Michigan (the "Former School District"), that portion of the Former School District's 2007 School Building and Site Bonds which are callable on or after May 1, 2017, and are due and payable May 1, 2018 through May 1, 2027, inclusive, and May 1, 2032 (the "Refunded Bonds"); and

2. In the Bond Resolution, the Issuer authorized the Superintendent of Schools to accept the offer of Fifth Third Securities, Inc., East Lansing, Michigan (the "Underwriter"), within the parameters set forth in such resolution; and

3. Based upon information provided by the Issuer's financial consulting firm and the Underwriter, the Issuer selected a negotiated sale to allow for flexibility in the timing, sale and structure of the Bonds in response to changing market conditions and to allow for flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Refunded Bonds; and

4. The Underwriter presented an offer to purchase the Bonds to the Superintendent on August 31, 2016, which the Superintendent accepted pursuant to the authority delegated in the Bond Resolution.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The offer of the Underwriter as set forth in the bond purchase agreement (the "Bond Purchase Agreement"), and the terms and conditions set forth therein, presented to the Superintendent on August 31, 2016, to purchase the Bonds in the principal amount of \$33,745,000 at a purchase price of \$39,032,497.45, which is the par value of the Bonds, plus an original issue premium of \$5,383,670.70, less the Underwriter's discount of \$96,173.25, is hereby ratified and affirmed. The Bonds shall be issued on behalf of the Former School District in the aggregate principal sum of \$33,745,000 and designated 2016 Refunding Bonds, Series A (General Obligation - Unlimited Tax). The Underwriter has agreed in the Bond Purchase Agreement that it shall initially offer the Bonds to the public at the yields set forth in Exhibit A hereto.



2. The Bonds shall be dated September 27, 2016, and shall mature on May 1 of the years 2018 to 2032, inclusive, on which interest is payable commencing May 1, 2017 and semi-annually thereafter on November 1 and May 1, at the rates and in the principal amounts set forth in Exhibit A and shall be subject to optional redemption as set forth herein. The Bonds shall be initially offered to the public at the initial offering yields as set forth in Exhibit A hereto.

3. The Bonds or portions of Bonds in multiples of \$5,000, maturing on or after May 1, 2027, shall be subject to redemption prior to maturity, in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2026, at par plus accrued interest to the redemption date.

4. Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner's or owners' registered address shown on the registration books kept by the Paying Agent (the "Paying Agent"). The Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Any Bonds selected for redemption which are deemed to be paid in accordance with the provisions of the Bond Resolution and this resolution will cease to bear interest on the date fixed for redemption. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

5. Blank Bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

The Bonds are registered as to principal and interest and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Paying Agent, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner,



shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

6. U.S. Bank National Association, Detroit, Michigan, is hereby approved as Escrow Agent under the proposed Escrow Agreement (the "Escrow Agreement") presented to the Board. The Escrow Agreement providing for payment and redemption of the Refunded Bonds is hereby approved. The President or Secretary shall execute and deliver the Escrow Agreement substantially in the form presented to the Board with such changes and completions as shall be necessary as determined by Thrun Law Firm, P.C., in order to accomplish refunding the Refunded Bonds in accordance with the law and the Bond Resolution. The Escrow Agent is further authorized to act as the Issuer's Agent, an attorney-in-fact for the purpose of acquiring on behalf of the Issuer the federal securities, if necessary, as defined in the Escrow Agreement to meet the Board's obligations under the Escrow Agreement.

7. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$148,153.45 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum shall be deposited in the Debt Retirement Fund for the Bonds.

B. The sum of \$38,884,344 from the Bonds, together with funds on hand from the 2007 Debt Retirement Fund Account in the amount of \$420,000, shall be paid to the Escrow Agent and then invested by it as provided in the Bond Resolution and Exhibit C of the Escrow Agreement for payment of principal, interest and redemption premiums, if any, on the Refunded Bonds. Any funds from the Bond proceeds not used for the Escrow Account shall be deposited in the Bond Issuance Fund.

8. The President and Secretary are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

9. The Preliminary Official Statement, dated August 24, 2016, as amended by an addendum dated August 26, 2016, is deemed final for purposes of SEC Rule 15c2-12(b)(1), relating to the Bonds and its use and distribution by the Underwriter is hereby authorized, approved and confirmed.

10. The Superintendent is authorized and directed to execute and deliver the final Official Statement on behalf of the Issuer. The Superintendent is further authorized to approve, execute and deliver any amendments and supplements to the final Official Statement necessary to assure that the statements therein are true, as of the time the Bonds are delivered to the Underwriter, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made,

not misleading. In the absence of the Superintendent, the President may execute the above documents.

11. The President or Vice President, the Secretary, the Treasurer, the Superintendent, and/or all other officers, agents and representatives of the Issuer and each of them shall, on behalf of the Former School District, execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

12. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate sale and delivery of the Bonds on behalf of the Former School District.

13. The Issuer hereby appoints U.S. Bank National Association, Detroit, Michigan, as Paying Agent-Bond Registrar and directs the Superintendent of Schools to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

14. The debt levy heretofore certified for the 2016 tax year is hereby reallocated for the July 2016 levy as shown on the attached Exhibit B.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

---

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on September 12, 2016, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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Secretary, Board of Education

MDG/keh



Ypsilanti Community Schools, Washtenaw County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the \_\_\_\_\_, within the boundaries of the Issuer, on the 12<sup>th</sup> day of September, 2016, at \_\_\_\_ o'clock in the \_\_.m.

The meeting was called to order by \_\_\_\_\_, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**WHEREAS:**

1. By resolution adopted on July 25, 2016 (the "Bond Resolution"), this Board authorized not to exceed Six Million Dollars (\$6,000,000) 2016 Refunding Bonds, Series B (General Obligation - Unlimited Tax) (Federally Taxable) (the "Bonds") for the purpose of refunding, on behalf of the former School District of Ypsilanti, County of Washtenaw, State of Michigan (the "Former School District"), all or a portion of the Former School District's School Bond Loan Fund and School Loan Revolving Fund balances (the "Refunded Obligations"); and

2. In the Bond Resolution, the Issuer authorized the Superintendent of Schools to accept the offer of Fifth Third Securities, Inc., East Lansing, Michigan (the "Underwriter"), within the parameters set forth in such resolution; and

3. Based upon information provided by the Issuer's financial consulting firm and the Underwriter, the Issuer selected a negotiated sale to allow for flexibility in the timing, sale and structure of the Bonds in response to changing market conditions and to accomplish the refunding of the Refunded Obligations; and

4. The Underwriter presented an offer to purchase the Bonds to the Superintendent on August 31, 2016, which the Superintendent accepted pursuant to the authority delegated in the Bond Resolution.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The offer of the Underwriter as set forth in the bond purchase agreement (the "Bond Purchase Agreement"), and the terms and conditions set forth therein, presented to the Superintendent on August 31, 2016, to purchase the Bonds in the principal amount of \$5,285,000 at a purchase price of \$5,269,937.75, which is the par value of the Bonds, less the Underwriter's discount of \$15,062.25, is hereby ratified and affirmed. The Bonds shall be issued on behalf of the Former School District in the aggregate principal sum of \$5,285,000 and designated 2016 Refunding Bonds, Series B (General Obligation - Unlimited Tax) (Federally Taxable). The Underwriter has agreed in the Bond Purchase Agreement that it shall initially offer the Bonds to the public at the yields set forth in Exhibit A hereto.

2. The Bonds shall be dated September 27, 2016, and shall mature on May 1 of the years 2018 to 2023, inclusive, on which interest is payable commencing May 1, 2017 and semi-annually thereafter on November 1 and May 1, at the rates and in the principal amounts set forth in



Exhibit A. The Bonds shall be initially offered to the public at the initial offering yields as set forth in Exhibit A hereto.

3. Bonds of this issue are not subject to redemption prior to maturity.

4. Blank Bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

The Bonds are registered as to principal and interest and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Paying Agent, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

5. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$5,219,858.65 shall be paid to the Michigan Department of Treasury for payment of the Refunded Obligations.

B. The approximate sum of \$50,079.10 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum shall be deposited in the Debt Retirement Fund for the Bonds.

6. The President and Secretary are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

7. The Preliminary Official Statement, dated August 24, 2016, as amended by an addendum dated August 26, 2016, is deemed final for purposes of SEC Rule 15c2-12(b)(1), relating

to the Bonds and its use and distribution by the Underwriter is hereby authorized, approved and confirmed.

8. The Superintendent is authorized and directed to execute and deliver the final Official Statement on behalf of the Issuer. The Superintendent is further authorized to approve, execute and deliver any amendments and supplements to the final Official Statement necessary to assure that the statements therein are true, as of the time the Bonds are delivered to the Underwriter, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading. In the absence of the Superintendent, the President may execute the above documents.

9. The President or Vice President, the Secretary, the Treasurer, the Superintendent, and/or all other officers, agents and representatives of the Issuer and each of them shall, on behalf of the Former School District, execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

10. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate sale and delivery of the Bonds on behalf of the Former School District.

11. The Issuer hereby appoints U.S. Bank National Association, Detroit, Michigan, as Paying Agent-Bond Registrar and directs the Superintendent of Schools to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

12. The debt levy heretofore certified for the 2016 tax year is hereby reallocated for the July 2016 levy as shown on the attached Exhibit B.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

---

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on September 12, 2016, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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Secretary, Board of Education



Ypsilanti Community Schools, Washtenaw County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the \_\_\_\_\_, within the boundaries of the Issuer, on the 12<sup>th</sup> day of September, 2016, at \_\_\_\_ o'clock in the \_\_\_\_m.

The meeting was called to order by \_\_\_\_\_, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**WHEREAS:**

1. By resolution adopted on July 25, 2016 (the "Bond Resolution"), this Board authorized not to exceed Thirty-Five Million Dollars (\$35,000,000) 2016 Refunding Bonds, Series C (General Obligation - Unlimited Tax) (Federally Taxable) (the "Bonds") for the purpose of refunding, on behalf of the former Willow Run Community Schools, County of Washtenaw, State of Michigan (the "Former School District"), all or a portion of the Former School District's School Bond Loan Fund and School Loan Revolving Fund balances (the "Refunded Obligations"); and

2. In the Bond Resolution, the Issuer authorized the Superintendent of Schools to accept the offer of Fifth Third Securities, Inc., East Lansing, Michigan (the "Underwriter"), within the parameters set forth in such resolution; and

3. Based upon information provided by the Issuer's financial consulting firm and the Underwriter, the Issuer selected a negotiated sale to allow for flexibility in the timing, sale and structure of the Bonds in response to changing market conditions and to accomplish the refunding of the Refunded Obligations; and

4. The Underwriter presented an offer to purchase the Bonds to the Superintendent on August 31, 2016, which the Superintendent accepted pursuant to the authority delegated in the Bond Resolution.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The offer of the Underwriter as set forth in the bond purchase agreement (the "Bond Purchase Agreement"), and the terms and conditions set forth therein, presented to the Superintendent on August 31, 2016, to purchase the Bonds in the principal amount of \$32,965,000 at a purchase price of \$32,871,049.75, which is the par value of the Bonds, less the Underwriter's discount of \$93,950.25, is hereby ratified and affirmed. The Bonds shall be issued on behalf of the Former School District in the aggregate principal sum of \$32,965,000 and designated 2016 Refunding Bonds, Series C (General Obligation - Unlimited Tax) (Federally Taxable). The Underwriter has agreed in the Bond Purchase Agreement that it shall initially offer the Bonds to the public at the yields set forth in Exhibit A hereto.

2. The Bonds shall be dated September 27, 2016, and shall mature on May 1 of the years 2019 to 2023, inclusive, on which interest is payable commencing May 1, 2017 and semi-annually thereafter on November 1 and May 1, at the rates and in the principal amounts set forth in



Exhibit A. The Bonds shall be initially offered to the public at the initial offering yields as set forth in Exhibit A hereto.

3. Bonds of this issue are not subject to redemption prior to maturity.

4. Blank Bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

The Bonds are registered as to principal and interest and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Paying Agent, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

5. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$32,735,350.76 shall be paid to the Michigan Department of Treasury for payment of the Refunded Obligations.

B. The approximate sum of \$135,698.99 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum shall be deposited in the Debt Retirement Fund for the Bonds.

6. The President and Secretary are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

7. The Preliminary Official Statement, dated August 24, 2016, as amended by an addendum dated August 26, 2016, is deemed final for purposes of SEC Rule 15c2-12(b)(1), relating to the Bonds and its use and distribution by the Underwriter is hereby authorized, approved and confirmed.

8. The Superintendent is authorized and directed to execute and deliver the final Official Statement on behalf of the Issuer. The Superintendent is further authorized to approve, execute and deliver any amendments and supplements to the final Official Statement necessary to assure that the statements therein are true, as of the time the Bonds are delivered to the Underwriter, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading. In the absence of the Superintendent, the President may execute the above documents.

9. The President or Vice President, the Secretary, the Treasurer, the Superintendent, and/or all other officers, agents and representatives of the Issuer and each of them shall, on behalf of the Former School District, execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

10. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate sale and delivery of the Bonds on behalf of the Former School District.

11. The Issuer hereby appoints U.S. Bank National Association, Detroit, Michigan, as Paying Agent-Bond Registrar and directs the Superintendent of Schools to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

12. The debt levy heretofore certified for the 2016 tax year is hereby reallocated for the July 2016 levy as shown on the attached Exhibit B.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

---

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on September 12, 2016, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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Secretary, Board of Education

MDG/keh

**Enclosure #6C**  
**APPROVAL OF LEASE AGREEMENT WITH ANN ARBOR PUBLIC SCHOOLS**  
**FOR USE OF YCS FACILITY, *West Middle School***  
**Meeting of 9/12/16**  
*Presented by Benjamin Edmondson*  
*Prepared by Samantha Gallo*

|                                                                                                                                                                                                         |                                  |                    |                      |            |               |                 |                 |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <i>Discussion</i><br><input checked="" type="checkbox"/> <i>Action – Roll Call</i><br><input type="checkbox"/> <i>Action – Voice</i><br><i>Ayes</i> _____<br><i>Nays</i> _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                                         | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Abstain                          |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         |                                  |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

At its August 22nd Board meeting, the Board of Education *authorized* the Superintendent to negotiate the terms of a rental agreement with Ann Arbor Public Schools for the rental of West Middle School for Allen Elementary students for a period of at least four months.

The lease agreement is in response to this authorization. The agreement was prepared by YCS legal counsel.

**Proposed Motion**

***" .... move that the Board of Education approve the Lease Agreement with Ann Arbor Public Schools for the rental of West Middle School for Allen Elementary students."***

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

**Attachments:**

☐ Enclosed      ☒ To Be Distributed at Meeting      ☐ None



**Enclosure #6F**  
**APPROVAL OF LEADERSHIP COACHING CONTRACT WITH**  
**CORBITT LEADERSHIP CONSULTING, LLC**  
***Dr. Luther Corbitt, Facilitator***  
**Meeting of 9/12/16**  
*Presented by Ben Murphy-Smith*  
*Prepared by Samantha Gallo*

|                                                                                                                                                                                           |                                  |                    |                      |            |               |                 |                 |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <b>Discussion</b><br><input checked="" type="checkbox"/> <b>Action – Roll Call</b><br><input type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                           | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Abstain                          |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

Dr. Luther Corbitt will mentor three YCS principals over the course of the 2016/17 school year: 1) Aaron Rose; 2) Scott Snyder, and; 3) Jonathan Royce. Dr. Corbitt will assist school leaders with state and national assessments, Title programs, goals attainment, content and conducting meetings as well as building relationships with students, staff, families and other stakeholders.

Contract Service Dates: August 17, 2016 through June 2017

**Proposed Motion**

***" .... move that the Board of Education approve the leadership coaching contract with Corbitt Leadership Consulting for an amount not to exceed \$36,450."***

**Budget Impact:**      ☐ None      ☒ As follows:  
Title II: \$36,450

**Attachments:**

☒ Enclosed      ☐ To Be Distributed Separately      ☐ None

# Leadership Coaching Contract

August 17, 2016

**Coach: Dr. Luther Corbitt**

**Corbitt Leadership Consulting, LLC  
1937 Lincoln Drive  
Canton, MI 48188-1420  
313-980-4280  
luther.corbitt@gmail.com**

**Coachees: Ypsilanti Community Schools and  
Aaron Rose - Ypsilanti Community Middle School  
Scott Snyder-Ypsilanti Community High School  
Jonathan Royce-ACCE Program**

The coaching relationship will be in place from **August 17, 2016 through June 2017**.  
Dr. Corbitt will spend 4.5 hours per week at each school. Coachees may schedule telephone calls as needed.

Dr. Corbitt will assist school leaders with:

- State and national assessments.
- Title programs.
- Goals attainment.
- Content and conducting meetings.
- Relationships between staff, students, parents, and other stakeholders.

Leaders and Dr. Corbitt will review the following book: **The Truth about Leadership** by James M. Kouzes and Barry Z. Posner.

The fee for services rendered will be billed at the end of each month. The fee for services will be **\$3,645.00** each month. This amount is based on **a minimum 4.5 hours per week per principal**. Invoices are to be paid within ten business days of submission. A W-9 has been provided to the district business office.

Please email confirmation of this agreement and/or concerns to the above email address.

---

YCS Representative Signature

---

Date

---

Dr. Luther Corbitt Signature

---

Date

**Enclosure #6G**  
**APPROVAL OF LEADERSHIP DEVELOPMENT CONTRACT WITH**  
**CORE SCHOOL SOLUTIONS**  
***Molly Funk, Presenter/Coach***  
**Meeting of 9/12/16**  
*Presented by Ben Murphy-Smith*  
*Prepared by Samantha Gallo*

|                                                                                                                                                                                                         |                                  |                    |                      |            |               |                 |                 |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <i>Discussion</i><br><input checked="" type="checkbox"/> <i>Action – Roll Call</i><br><input type="checkbox"/> <i>Action – Voice</i><br><i>Ayes</i> _____<br><i>Nays</i> _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                                         | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Abstain                          |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

The proposed contract with Core School Solutions, Molly Funk - Presenter/Coach, is for professional development work with district principals. Presentations will focus on leadership development: 7 Correlates of Effective Leadership and SA Rubric. Evaluation work is included.

The contract includes day-long sessions during 2016/17, as listed on the contract.

**Proposed Motion**

***" .... move that the Board of Education approve the leadership development contract with Core School Solutions for an amount not to exceed \$10,000."***

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

Title II: \$10,000

**Attachments:**

☒ Enclosed     ☐ To Be Distributed Separately     ☐ None





**Professional Learning Agreement:**

This agreement, dated Tuesday July 15, 2016, is by and between Laura Frey-Greathouse, Ypsilanti Community Schools (Hiring Party) and Core School Solutions (CSS). The parties agree that the presenter(s) listed below will conduct the presentation(s) listed, at Ypsilanti Community Schools, on dates below for a maximum of six instructional hours per day. The total cost for this professional learning workshop/materials is \$10,000\_\_\_\_\_

**Presenter(s)/Coach:**

Molly Funk

**Presentation(s)**

Leadership Development (7 Correlates and SA Rubric)

---

**THE HIRING PARTY AGREES (Initial each)**

\_\_\_\_To pay \$10000\_\_ for the workshop, which includes the Speaker's honorarium and all related travel expenses. If the Hiring Party requests modifications to this training in any manner, both parties agree that the terms of this agreement may need to be renegotiated..

\_\_\_\_To pay the balance of the fee no later than 30 days after the engagement or a finance charge may be applied. All payments must be made payable to Core School Solutions Solutions, (Federal ID\_463637766).

\_\_\_\_All future professional development with the Core School Solutions presenter will be contracted through Core School Solutions.

\_\_\_\_ To make duplicates for all participants from a master set of handouts provided by the presenter.

\_\_\_\_The presenter's audience will not exceed 100 participants throughout the entire 6-hour day of training.

\_\_\_\_To provide the following: an LCD projector, a 10-foot screen, 3 tables up front for the Speaker, and a wireless lapel microphone (if the room is large). If unable to provide this AV equipment, the Hiring Party must discuss options directly with the Speaker.

**CANCELLATION POLICY:**

If the Hiring Party cancels this training, they must call Core School Solutions at (734) 377-6874. If the Hiring Party cancels the engagement, this may result in the loss of your deposit if made and you may incur travel related expenses. However, if the Hiring Party reschedules the training for a future date, Core School Solutions will apply any paid monies towards that contract.

If Core School Solutions must cancel the training due to an Act of God or other circumstance completely beyond our control, the Hiring Party will be notified immediately and their paid deposit will be fully refunded. At the request of the Hiring Party, Core School Solutions will make every effort to reschedule the training for a future date(s) convenient for the Hiring Party.

Core School Solutions assures (and will provide upon request) that presenters have completed the proper background checks, fingerprints and any other requirements necessary to provide services to students. Furthermore, they are not listed on the suspended or debarred list at [epls.gov](http://epls.gov).

Core School Solutions has reserved the following dates for the trainings with a projected start date of September 19, 2016:

| Description            | Location                                   | Dates                                                                                       |
|------------------------|--------------------------------------------|---------------------------------------------------------------------------------------------|
| Leadership Development | Ypsilanti Community Schools Admin Building | September 19, 2016<br>November 15, 2016<br>January 1, 2017<br>March 14, 2017<br>May 9, 2017 |

The Hiring Party agrees to the terms as stated.

CSS agrees to the terms as stated.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Molly Funk

\_\_\_\_\_  
Title

\_\_\_\_\_  
CEO & Founder of Core School Solutions

OFFICE  
46633 Aaron's Way  
Canton, MI 48188

PHONE  
(734) 377-6874

**MOLLY FUNK, ED.S.**  
**EDUCATIONAL CONSULTANT,**  
**COACH, & TRAINER**  
NAESP Nationally Certified Principal Mentor

EMAIL  
[coreschoolsolutions@gmail.com](mailto:coreschoolsolutions@gmail.com)  
WEBSITE  
[coreschoolsolutions.com](http://coreschoolsolutions.com)

## **Enclosure #6H**

### **APPROVAL OF CONTRACT WITH PEDIATRIC THERAPY ASSOCIATES, LLC**

**Meeting of 9/12/16**

*Presented by E. Ruth Jordan*

*Prepared by Samantha Gallo*

|                                                                                                                                                                                           |                                  |                    |                      |            |               |                 |                 |                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <b>Discussion</b><br><input checked="" type="checkbox"/> <b>Action – Roll Call</b><br><input type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                           | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                           | Abstain                          |                    |                      |            |               |                 |                 |                |

### **Rationale/Background Information**

Again, Pediatric Therapy Associates, LLC would provide contracted services to the office of Student Support Services. Services include speech, physical and occupational therapy. These services would allow for mandated services to our students per their Individualized Educational Plans (IEPs). A comparison of costs indicates this proposed contract provides a savings of approximately \$200,000.

Contract Dates of Service: August 8, 2016 - August 10, 2017

Total Contract Amount: \$355,348 (based on \$56/hour rate)

### **Proposed Motion**

***" .... move that the Board of Education approve the Pediatric Therapy Associates contract, with services dates of August 8, 2016 through August 10, 2017 and for an amount not to exceed \$355,348."***

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

General Fund

### **Attachments:**

☒ Enclosed    ☐ To Be Distributed Separately    ☐ None



August 31, 2016

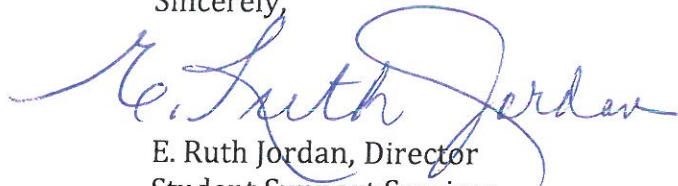
Dr. Benjamin Edmonson, Superintendent  
Ypsilanti Community Schools  
1885 Packard Rd.  
Ypsilanti, Michigan 48197

Dr. Edmondson:

I am submitting the contract that is a proposed agreement between Pediatric Therapy Associates, Inc. and the Ypsilanti Community Schools Department of Student Support Services for board approval. At this time, I am recommending that the board approve this agreement. This will allow us to continue to provide the mandated ancillary services outlined in this document to our students per their Individualized Educational Plans or IEP's.

I will be happy to answer any questions that you or the board may have with regards to this contract.

Sincerely,



E. Ruth Jordan, Director  
Student Support Services  
Ypsilanti Community Schools

**Pediatric Therapy Associates, LLC**

P.O. Box 8355

Ann Arbor, Michigan 48107

Phone: (734) 973-6473

Fax: (734) 994-7141

August 23, 2016

To: Ruth Jordan, Director of Special Education YCS

From: Pam Curtis, Pediatric Therapy Associates, LLC

Re: Budget summary for the 2015-16 school year

Thank you for allowing us to provide your contract therapy services in the coming school year. Below is a summary of the services we discussed yesterday. For the 2016-17 school year, the wording on our contract and the rate of \$56.00/hour will remain the same as last year

**PHYSICAL THERAPY- 1.4 FTE**

We will provide all Early Intervention, PreK and K-12 PT, and home bound.

49 hours per week for 37 weeks of school is 1,813 hours @ \$56.00 per hour totaling \$101,528.00 for the school year.

Staff: Julie Coleman, PT PreK-12, Pam Curtis, PT Early Int., Susan Rodriguez, PT, homebound (currently 1 weekly home bound student)

**OCCUPATIONAL THERAPY- 1.6 FTE**

**Elementary-** Holmes and Ericson Schools .9 FTE (31.5 hr/wk) – Anne Kier, OT

**Secondary-** MS .4 FTE (14 hr/wk)- Amy Cline, OT

HS, New Tech, WIMA, STEMM .3 FTE (10.5 hr/wk)- Alberta Borneo, OT

**Total Occupational Therapy- 56 hours per week for 37 weeks of school, is 2072 hours at \$56.00 per hour, totaling \$116,032.00 for school year.**

**SPEECH THERAPY- 1.9 FTE**

Beatty Schools- .4 FTE (14 hr/wk) Jennifer, Sobbry, SLP

Perry School- .5 FTE (17.5 hr/wk) Kim Ambrozaitis, SLP

Estabrook School- .6 FTE (21 hr/wk) Chris Satterfield, SLP

**Secondary-** .4 FTE (14 hr/wk) Lisa Orringer, SLP

**Total Speech Therapy- 66.5 hours per week for 37 weeks of school, is 2,460.5 hours at \$56.00 per hour, totaling \$137,788.00 for school year.**

**Total of combined contract therapy for the 2016-17 school year is \$355,348.00.**

Thank you again for allowing us to serve the students of YCS and we look forward to working with you again.

**Ammendment to contract 8/23/16**

**Additional speech request 8/23/16 for .5 FTE more at Perry School to cover employed SLP leave of absence- .5 FTE (17.5 hr/wk)- Cate Crowley**

**Additional 17.5 hr/wk for 37 weeks of school is 647.5 hours at \$56.00 per hour totals \$36,260.00.**

## YPSILANTI COMMUNITY SCHOOL DISTRICT CONTRACTED SERVICE AGREEMENT

This agreement is made this second day of August, 2016, between Pediatric Therapy Associates, LLC, P.O. Box 8355, Ann Arbor, Michigan, 48107, whose tax identification number is 38-260-4341, hereafter referred to a Contractor, and the Ypsilanti Community Schools, hereafter referred to as School District.

It is the intention of the parties to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place the services are to be performed, the amount of time for the performance of the duties and the responsibilities of the school district.

### SECTION I

- 1) The Contractor shall commence performance of the duties no earlier than August 8, 2016. The duration for providing services shall be through August 10, 2017.
- 2) The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties.
  - A. Provide direct therapy services, as designated by the IEP or IFSP, to students enrolled in School District programs who are assigned to the Contractor by the School District.
  - B. Provide training and consultation to School District staff, as directed by the Director of Special Education.
  - C. Provide evaluations as needed, and requested by the School District.
  - D. Attend IEPC and IFSP meetings and team meetings as appropriate.
  - E. Maintain written records required by the School District.
  - F. Provide ongoing communication with appropriate school personnel, parents, other professionals associated with the students' therapy programming.
- 3) The Contractor agrees to perform and shall provide, at the request of the School District, periodic reports describing services the Contractor is providing.
- 4) The Contractor shall submit a detailed invoice describing the services for part payment of the contract price not more frequently than once per month.
- 5) In the event that the Contractor uses motor vehicles in the course of performing the services described above, the Contractor will provide proof of public liability insurance upon request.
- 6) The Contractor understands that the School District liability insurance does not afford any coverage to the Contractor for any work associated with this contract. The Contractor agrees to hold harmless the School District for any sum related to the cost of liability insurance and any associated attorney fees arriving out of the performance described above. The School District shall request the Contractor provide proof of professional



liability insurance.

7) The Contractor acknowledges by her signature that she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

8) The Contractor will hold a current license in the state of Michigan and will furnish a copy upon request.

## SECTION II

The School District agrees as follows:

1) The Contractor's services are based on the time reasonably expended by the Contractor to complete the tasks described and is based on a rate of **\$56.00 per hour** of time expended for Speech, Physical and Occupational Therapy services, not to exceed **\$355,348.00**.

2) The Contractor agrees that the relationship with the School District shall during the life of this Agreement be that of an independent contractor. As such, the School District agrees that the Contractor shall be free to dispose of such portion of his entire time, energy, skill during the time he is not obligated to devote to the School District in such manner as the Contractor sees fit and to such persons, firms or corporations as the Contractor deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the school district pertaining to or in connection with any fringe, pension, bonus or similar benefits for the School Districts regular employees. The School District will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, insurance, or workman's compensation insurance. The Contractor agrees to hold the School District harmless for the payment of such sum, interest, penalties or costs in the collection of the same.

3) The School District acknowledges that the Contractor has no responsibility for the supervision of any personnel in caring out their educational functions, and any recommendations made by the Contractor, other than those related to a student's therapy performance, will require the consideration of the School District.

4) The School District agrees that the Contractor shall have access to the School District premises at such times as is necessary for the Contractor to perform the above prescribed tasks. The location in which the services are provided will be mutually agreed upon by the Contractor and the School District as to best serve the student's needs. Time required for travel between sites within a district will be billed at the hourly rate.

5) The School District agrees that the Contractor shall have access to records related to students assigned to them.

6) The School District agrees to purchase evaluation and treatment material necessary for provision of the therapy services.

7) The School District agrees to pay the invoices submitted by the Contractor within thirty calendar days from receipt in the School District's Business Office.

8) The School District acknowledges by signature that they have read the Agreement and understand same and agrees that this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

### SECTION III

1) Either party may terminate this Agreement by giving the other 30 days advance written notice.

2) Any change in the duties of the Contractor as described above, or changes in the monetary cap for the school year, shall be at the mutual agreement of the Contractor and the School District.

Agreed to on 8/2/16

\_\_\_\_\_  
School District Representative

DATE \_\_\_\_\_

  
Pamela R. Curtis, LLC

DATE 8/2/16

**Enclosure #6I**  
**APPROVAL OF CONTRACT FOR SIGN LANGUAGE INTERPRETER**  
**Meeting of 9/12/16**  
*Presented by E. Ruth Jordan*  
*Prepared by Samantha Gallo*

|                                                                                                                                                                                                         |                                  |                    |                      |            |               |                 |                 |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <i>Discussion</i><br><input checked="" type="checkbox"/> <i>Action – Roll Call</i><br><input type="checkbox"/> <i>Action – Voice</i><br><i>Ayes</i> _____<br><i>Nays</i> _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                                         | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Abstain                          |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

The proposed contract is for sign language interpreters for deaf services through Deaf & Hearing Impaired Services, Inc. This contract is for services to an Ypsilanti student who previously attended the WISD Deaf and Hard of Hearing Self-Contained program in Ann Arbor. The student is returning to Ypsilanti Community High School this Fall.

**Contract Dates of Service:**

September 6, 2016 through June 21, 2017

**Contract Rates of Pay:**

School Days Rate: \$41/hour; \$10 travel flat rate

After School Rate: \$43/hour; \$12 travel flat rate

**Proposed Motion**

***" .... move that the Board of Education approve the presented contract with Deaf & Hearing Impaired Services for service dates of September 6, 2016 through June 21, 2017."***

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

General Fund

**Attachments:**

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



**YPSILANTI COMMUNITY SCHOOLS  
INTERPRETER SERVICES AGREEMENT**

**Service Agreement**

**Between**

**Deaf & Hearing Impaired Services, Inc. and Ypsilanti Community Schools**

**Sub Contractor**

**Deaf & Hearing Impaired Services, Inc.  
25882 Orchard Lake Rd. Suite 100  
Farmington Hills, MI 48336  
248-473-1888  
Linda Booth, President**

**Vendor**

**Ypsilanti Community Schools  
Estabrook Elementary  
1555 W. Cross St  
Ypsilanti, MI 48197  
Attn: Student Support Services**

Services: Provision of one (1) Sign Language Interpreter for (Brittany Leedy) Deaf Student **school days**

Dates of Service: Sept. 6, 2016 thru June 21, 2017 (School Calendar year)

Place of service: Ypsilanti High School

School hours: 8:15-3:15 (7 hours)

Rate of Pay: **\$41 per hour and**

**Travel: \$10 flat rate**

Provision of Certified Sign Language Interpreters for Deaf – **After School Hours/Special Events**

Rate of Pay: \$43 per hour

Travel: \$12 flat rate

Policies: Less than 24 hour school/student cancellation notice: School will pay DHIS up to ½ days of compensation. Long-term student absence -will be discussed. Interpreter sick day, DHIS will provide the substitute Interpreter.

This agreement may be amended or modified only in written agreement form executed by authorized representatives of each party. The authorized representative of Deaf & Hearing Impaired Services, Inc. – its President, Linda M. Booth. The authorized representative from Ypsilanti Community Schools, Ruth Jordan.

Deaf & Hearing Impaired Services, Inc.

Ypsilanti Community Schools

By \_\_\_\_\_  
Its: President Date 9-12-2016

By: \_\_\_\_\_  
Its: Representative Date: 9-12-2016

**Enclosure #8**  
**APPROVAL OF UPDATES TO NEOLA BYLAWS 0140 & 0170**  
**Meeting of 9/12/16**  
*Presented by **Benjamin Edmondson***  
*Prepared by **Samantha Gallo***

|                                                                                                                                                                                                         |                                  |                    |                      |            |               |                 |                 |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <i>Discussion</i><br><input checked="" type="checkbox"/> <i>Action – Roll Call</i><br><input type="checkbox"/> <i>Action – Voice</i><br><i>Ayes</i> _____<br><i>Nays</i> _____ |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                                         | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                         | Abstain                          |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

*Re: NEOLA Bylaws 0140 & 0170*

The Board of Education shall adopt bylaws and policies for the organization and operation of this Board the District.

Previous "reads" of these Bylaws took place at the following Board meetings: 1) 1st Read - August 8, 2016, and; 2) 2nd Read - August 22, 2016.

**Proposed Motion**

***" .... move that the Board of Education approve, as presented, updates to NEOLA Bylaws 0140 and 0170."***

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

**Attachments:**

☒ Enclosed      ☐ To Be Distributed Separately      ☐ None

MEMBERSHIP

0141            **Number**

The Board of Education shall consist of 7 members.

M.C.L. 380.11a

0141.1        **Student-Body Representatives**

The Board shall have \_\_\_ representative(s) from the high school student-body selected by

- ( ) the Board.
- ( ) the Superintendent.
- ( ) the Student Council.
- [ ] Each representative shall be allowed to participate in all Board discussions and attend committee meetings to which they may be assigned or invited. The student-body representative(s) shall not be allowed to vote or participate in closed sessions.
- [ ] The Superintendent shall arrange for a place on the agenda at which time the student-body representative(s) shall provide the Board with items of concern and/or interest to the student-body.
- [ ] The Superintendent shall approve any such items to be presented to the Board in its agenda.
- [ ] The student-body representative(s) shall be responsible for communicating Board questions or decisions pertaining to students to the student councils authorized by Policy 5820.



**BOARD OF EDUCATION**  
**SCHOOL DISTRICT**

BYLAWS  
0140/page 2 of 19

0142            **Election/Appointment**

0142.1        **Electoral Process**

The number of members of the Board shall remain the same as before July 1, 1996 unless changed by the School electors at a regular or special School election. A ballot question for changing the number of Board members may be placed on the ballot by action of the Board or by petition submitted by School electors as provided under Michigan election law (M.C.L. 168.301 to 168.315).

Members of the Board shall be elected in the November even year general election (the first Tuesday after the first Monday) in a manner that is consistent with State law.

A special election may be called by the Board as provided under Michigan election law (M.C.L. 168.301 to 168.315).

M.C.L. 168.301 et seq.

0142.2        **Qualifications**

An individual is eligible for election as a School Board member if the individual is a citizen of the United States and is a qualified and registered elector of the School District by the filing deadline.

M.C.L. 168.302

0142.3        **Term**

Members of the Board shall be elected by the School electors for terms of ( ) four (4) years or ~~X~~ six (6) years.

At each regular School election, members of the Board shall be elected to fill the positions of those whose terms will expire. A term of office begins as provided by law (M.C.L. 168.302) and continues until a successor is elected and qualified.

BOARD OF EDUCATION  
\_\_\_\_\_  
SCHOOL DISTRICT

BYLAWS  
0140/page 3 of 19

At least one (1) School Board member for a School District shall be elected at each of the School District's regular elections. A School Board member's term of office begins January 1st, immediately following the November election.

M.C.L. 168.301 et seq.

0142.4

**Oath**

Each newly-elected Board member shall file an acceptance of office as well as an affidavit of eligibility within ten (10) days after receiving a certificate of election and shall take an oath of office as prescribed by the Constitution of Michigan.

☒ A ceremonial oath of office may be administered at the Organizational Meeting and may be administered by:

- ☒ any Board member
- ☒ the past President of the Board
- ☒ the past Secretary of the Board
- ☒ the Superintendent
- ☒ a notary public

M.C.L. 168.309, 168.310

0142.5      **Vacancies**

The office of a Board member shall become ~~vacant~~ immediately upon the occurrence of any one (1) of the following events:

- A.    the death of the incumbent, or ~~the~~ the incumbent's being adjudicated insane or being found to be mentally incompetent by the proper court
- B.    the incumbent's resignation
- C.    the incumbent's removal from office
- D.    the incumbent's conviction of a felony
- E.    the incumbent's election or appointment being declared void by a competent tribunal
- F.    the incumbent's neglect or failure to file the acceptance of office, to take the oath of office, or to give or renew an official bond required by law
- G.    the failure of the District to elect a successor at the annual school meeting or election
- H.    the incumbent's ceasing to possess the legal qualifications for holding office
- I.    the incumbent's residence being removed from the School District

If less than a majority of the offices of the District becomes vacant, the remaining members of the Board shall fill the vacancy immediately.

If the vacancy is not filled within thirty (30) days after it occurs, the Board of the Intermediate School District shall fill the vacancy by appointment.



BOARD OF EDUCATION  
\_\_\_\_\_ SCHOOL DISTRICT

BYLAWS  
0140/page 5 of 19

A person elected or appointed to fill a vacancy on the Board shall file an acceptance of office and shall hold office until the next regular school election.

M.C.L. 168.310, 168.311

**Filling a Board Vacancy**

If the majority of the Board is still seated, the vacancy shall be filled by the Board using the following procedure:

- ☒ The Board shall seek qualified and interested candidates from the community ~~through the news media, word of mouth, and contacts with appropriate organizations.~~
- ☒ All applicants are to submit a notice of their interest, in writing, to the Superintendent
- ( ) The Board shall interview all interested candidates to ascertain their qualifications.
- ☒ Appointment by the Board to fill a vacancy shall be by majority vote of the full Board.

0142.6

**Recall**

Any member of the Board may be recalled pursuant to M.C.L. 168.951 et seq.

0142.7

**Orientation**

The Board believes that the preparation of each Board member for the performance of Board duties is essential to the effective functioning of the Board. The Board shall encourage each new Board member to understand the functions of the Board, acquire knowledge of matters related to the operation of the District, and learn Board procedures. ~~Accordingly, the Board shall give to each new Board member~~

- ( ) no later than his/her first regular meeting as a Board member

for his/her use and possession during the term on the Board the following items:

- ( ) a copy of the Board policy manual
- ( ) a copy of each current negotiated agreement
- ( ) the current budget statement, audit report, and related fiscal materials

(Other Materials) \_\_\_\_\_

- [ ] The Board will provide and maintain a library of publications and reference materials for the use of Board members.

- [ ] Each new Board member shall be invited to meet with:

- ( ) the Board President
- ( ) the Superintendent
- ( ) the Business Manager

to discuss Board functions, policies, and procedures.

- X The Board shall encourage the attendance of each new Board member at orientation and training meetings.

0143

**Authority**

Individual members of the Board do not possess the powers that reside in the Board of Education. The Board speaks through its minutes and not through its individual members. An act of the Board shall not be valid unless approved at an official meeting by at least a majority vote of the members elected to and serving on the Board. M.C.L. 380.1201

X No member of the Board shall be denied documents or information to which s/he is legally entitled and which are required in the performance of his/her duties as a Board member.

Access to District personnel records shall be subject to the following rules:

- A. Examination of school employee personnel records by the Board of Education shall be conducted in accordance with the Open Meetings Act.
- B. Personnel records shall, in their entirety, be returned to the custody of the Superintendent at the conclusion of the Board meeting.
- C. Information obtained from employee personnel records by members of the Board shall be used only for the purpose of aiding the members in fulfilling their legal responsibilities in making decisions in such matters as appointments, assignments, promotions, demotions, remuneration, discipline, and dismissal or to aid the development and implementation of personnel policies, or for such other uses as are necessary to enable the Board to carry out its legal responsibilities.



0143.1      **Public Expression of Board Members**

The Board President functions as the official spokesperson for the Board.

From time-to-time, however, individual Board members make public statements on school matters:

- A.      to local media;
- B.      to local officials and/or State officials.

Sometimes the statements imply, or the readers (listeners) infer, that the opinions expressed or statements made are the official positions of the Board. The misunderstandings that can result from these incidents can embarrass both the member and the Board. Therefore, Board members should, when writing or speaking on school matters to the media, legislators, and other officials, make it clear that their views do not necessarily reflect the views of the Board or of their colleagues on the Board.

- A.      This bylaw shall apply to all statements and/or writings by individual Board members not explicitly sanctioned by a majority of its members, except as follows:
  - 1.      correspondence, such as legislative proposals, when the Board member has received official guidance from the Board on the matters discussed in the letter
  - 2.      routine, not for publication, correspondence of the Superintendent and other Board employees
  - 3.      routine "thank you" letters of the Board
  - 4.      statements by Board members on nonschool matters (providing the statements do not identify the author as a member of the Board)
  - 5.      personal statements not intended for publication

BOARD OF EDUCATION  
SCHOOL DISTRICT

BYLAWS  
0140/page 9 of 19

- B. Copies of this bylaw shall be sent annually to local media by the Board President.

0144 Operations

0144.1 Compensation

Board members shall receive not more than \$30 per meeting up to a total of not more than fifty-two (52) meetings (including committee meetings) as compensation for their services. Expenses of a Board member shall be reimbursed when incurred in the performance of his/her duties or in the performance of functions authorized by the Board and duly vouchered.

M.C.L. 380.11a, 380.1254

The following guidelines have been established by the Board of Education to ensure appropriate and proper reimbursement of expenses for Board members.

- ☒ Expenses will be reimbursed only for activities authorized by the Board.
- ☒ Reimbursement for mileage will not exceed the current rate established by the Internal Revenue Service.
- ☒ Attendance at Board-approved conferences should be at the location closest to the District.
- ☒ When attending a Board-approved conference, all fees, parking, mileage, meals, and housing will be reimbursed. ~~The maximum reimbursable expenses are as follows:~~

~~Housing - \$\_\_\_\_\_ per night~~

~~Meals~~

~~Breakfast - \$\_\_\_\_\_~~

~~Lunch - \$\_\_\_\_\_~~

Dinner - \$ \_\_\_\_\_

Telephone expenses will be reimbursed to a maximum of \$ \_\_\_\_\_ per fiscal year.

[ ] Purchase of any printed or other materials relating to Boardmanship will be reimbursed if prepurchase approval is given by the Board. If such approval is not possible or feasible, a voucher must be submitted to the Board for approval. No postpurchase voucher will be approved if it exceeds \$ \_\_\_\_\_.

[ ] When the Board attends a community or school-related event as a Board function, or a Board member attends as the designated representative of the Board, any incurred expenses, including mileage, will be reimbursed by the Board. If a Board member attends such events as a private citizen, any incurred expenses are to be paid by the Board member.

☒ No entertainment expenses or purchases of alcoholic beverages are reimbursable.

A voucher detailing the amount and nature of each expense must be submitted to the Board for approval at a Board meeting after the expenses have been incurred and prior to reimbursement.

Board members may use District credit or debit cards only in accordance with Board Policy 6423 and the accompanying administrative guidelines.

#### 0144.2 Board Member Ethics

As members of the Board of Education, Board members will strive to improve public education and to that end they will:

- A. attend all regularly scheduled Board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
- B. recognize that they should endeavor to make policy decisions only after full discussion at publicly held Board meetings;



- C. render all decisions based on the available facts and independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- D. encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community;
- E. work with the other Board members to establish effective Board policies and to delegate authority for the administration of the District to the Superintendent;
- F. communicate to other Board members and the Superintendent expressions of public reaction to Board policies and school programs;
- G. inform themselves about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by the State and National School Boards Associations;
- H. support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
- I. avoid being placed in a position of conflict of interest, and refrain from using their Board positions for personal partisan gain;
- J. take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law;
- K. remember always that their first and greatest concern must be for the educational welfare of the students attending the public schools.

Source: Board of Directors, National School Boards Association.

BOARD OF EDUCATION  
\_\_\_\_\_ SCHOOL DISTRICT

BYLAWS  
0140/page 12 of 19

REVISED BYLAW 0144.3 - VOL. 30, NO. 1

0144.3      **Conflict of Interest**

Board members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. No Board member shall use his/her position as a Board member to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.
- B. When a member of the Board determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.
- C. A member of the Board is presumed to have a conflict of interest if the member or his/her family member has a financial interest, or a competing financial interest, in the contract or other financial transaction or is an employee of the School District.

Having a child in the District does not alone constitute a conflict of interest or financial interest in a contract or other financial transaction of the School District.

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage.

1. A Board member is not considered to have a financial interest in any of the following instances:
  - a. A contract or other financial transaction between the School District and any of the following:
    - 1) A corporation in which the individual is a stockholder owning 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owning stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
    - 2) A corporation in which a trust, if the individual is a beneficiary under the trust, owns 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owns stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
    - 3) A professional limited liability company organized pursuant to the Michigan limited liability company act, if the individual is an employee but not a member of the company.



- b. A contract or other financial transaction between the School District and any of the following:
  - 1) A corporation in which the individual is not a director, officer, or employee.
  - 2) A firm, partnership, or other unincorporated association, in which the individual is not a partner, member, or employee.
  - 3) A corporation or firm that has an indebtedness owed to the individual.
- c. A contract between the School District and the intermediate school district.
- d. A contract awarded to the lowest qualified bidder, upon receipt of sealed bids pursuant to a published notice for bids if the notice does not bar, except as authorized by law, any qualified person, firm, corporation, or trust from bidding. This does not apply to any amendments or renegotiations of a contract or to additional payments under the contract that were not authorized by the contract at the time of award.

2. If the financial interest pertains to a proposed contract with the District, the following requirements must be met:
  - a. The Board member shall disclose the financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct financial interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the Board member shall make the disclosure in one of two (2) ways:
    - 1) In writing, to the Board president (or if the member is the Board president, to the Board secretary) at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165.)
    - 2) By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The Board member must use this method of disclosure if his/her financial interest amounts to \$5000 or more.

- b. Any contract in which there is a conflict of interest as defined by this bylaw and the related statute (M.C.L. 380.1203) must be approved by a majority vote of the full Board without the vote of any Board member with a financial interest.

However, if a majority of the members of the Board are required to abstain from voting on a contract or other financial transaction due to a financial interest, then for the purposes of that contract or other financial transaction, the members who are not required to abstain constitute a quorum of the board and only a majority of those members eligible to vote is required for approval of the contract or financial transaction.

- c. The official minutes of the Board disclose the name of each party involved in the contract, the nature of the financial interest, and the terms of the contract including the duration, financial consideration between the parties, facilities or services of the District included in the contract, and the nature and degree of assignment of District staff needed to fulfill the contract.
- d. A Board member with a conflict of interest in a contract may not participate in the discussion of nor vote on the contract.



BOARD OF EDUCATION  
SCHOOL DISTRICT

BYLAWS  
0140/page 17 of 19

( ) ~~Board members shall not accept any money, goods, or services with a value in excess of the amount established annually by the State Department of Education (\$44 within any one (1) month period as of December 31, 2004) from any person who does business or seeks to do business of any kind with the District. Board members shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds~~

( ) , except that a Board member may accept an unsolicited gift of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$ \_\_\_\_\_ or less. [PICK ONE OF THE TWO SUB-OPTIONS]

OR

X ( ) the amount established annually by the Michigan Department of Education with respect to the amount above which an ISD administrator may not accept a gift from a vendor or a potential vendor.

[In accordance with M.C.L. 380.634, the Michigan Department of Education (MDE) adjusts the limits on the value of gifts that may be accepted from vendors or potential vendors for Intermediate School District employees. The fiscal year 2014 - 15 cap for gifts was \$56.]

Boip X ( ) A Board member may be appointed to serve as a volunteer coach or supervisor of a student extra-curricular activity if all of the following conditions are present:

1. the Board member receives no compensation for service as a volunteer coach or supervisor;
2. the Board member abstains from voting on issues before the Board concerning the program during the period of time s/he serves as a volunteer coach or supervisor;

3. there is no other qualified applicant available to fill a vacant position; and
4. the appointing authority has received the results of a criminal history check and criminal records check from the Michigan State Police or the Federal Bureau of Investigation for the Board member.

M.C.L. 15.183, 15.323, 380.1203

See also, Policy 6420, Conflict of Interest - Legal Counsel, Advisors, or Consultants.

0144.4

**Indemnification**

The Board may hold harmless, indemnify, pay, settle, or compromise a judgment against a Board member to the extent allowed under the law.

M.C.L. 691.1408

0145                      **Discriminatory Harassment**

The Board of Education's intent is to provide an environment that fosters the respect and dignity of each person. To this end, the Board is committed to maintaining an environment free of harassment and intimidation.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, height, weight, marital status, and/or any other legally protected characteristic.

add  
Sexual orientation,  
~~gender~~  
identity.

The harassment of a student, staff member, or third party (e.g. visiting speaker, athletic team member, volunteer, parent, etc.) is strictly forbidden. Any person who is found to have violated this policy will be subject to discipline in accordance with law.

M.C.L. 380.1300a



DUTIES

0171 **Officers**

0171.1 **President**

The President of the Board of Education shall:

- ☒ preside at meetings of the Board;
- ☐ countersign orders legally drawn by the Secretary upon the Treasurer for money to be disbursed on behalf of the School District;
- ☐ cause an action to be prosecuted in the name of the District on the Treasurer's bond in case of a breach of a condition of the bond;
- ☒ perform other duties appropriate to the office of the President.

0171.2 **Vice-President**

The Vice-President of the Board of Education shall:

- ☒ preside at meetings of the Board when the President is not able to attend;
- ☒ perform other duties appropriate to the office of Vice-President as the Board determines;
- ☒ in case of a vacancy in the office of President, succeed to the office of President for the balance of the unexpired term.

**BOARD OF EDUCATION**  
**SCHOOL DISTRICT**

BYLAWS  
0170/page 2 of 6

0171.3      **Secretary**

The Secretary of the Board of Education shall:

- ☒ act as clerk at meetings of the Board;
- ☒ ~~record and~~ sign the minutes of meetings, orders, resolutions, and other proceedings of the Board in proper record books;
- ( ) prepare the annual report of the District and other reports required by the State Board;
- ( ) draw and sign orders upon the District Treasurer for money to be disbursed by the School District and each order shall be properly numbered and dated, shall specify the sources of the funds called for, the purpose for which, and the fund upon which the order is drawn;
- ( ) preserve and file copies of reports, books, papers, and other documents belonging to the office of the secretary or to the School District, and deliver them to a successor in office;
- ☒ perform other duties required by law or by the Board.

0171.4      **Treasurer**

The Treasurer of the Board of Education shall:

- ☒ have care and custody of all monies of the School District and the Treasurer shall deposit funds of the District with a bank or banking corporation or trust company designated by the Board in the proportion and manner directed by the Board;
- ( ) keep proper books of account;
- ☒ keep an account of interest received from invested school funds, and credit interest received to the appropriate fund accounts;

( ) pay out funds for the purposes specified by law, or, in the case of gifts or donations for the purposes for which the money is given or donated, on proper orders signed by the Secretary and countersigned by the President of the Board;

X perform other duties the Board may prescribe in its bylaws relating to the administration of School District funds.

M.C.L. 380.1221

0172

**Legal Counsel**

The Board of Education may employ an attorney to represent the School District or Board in actions brought for or against the District and to render other legal services for the welfare of the School District.

0173

**Independent Auditor**

The independent auditor shall:

- A. examine the balance sheet of the District at the close of its fiscal year and the related statements of transactions in the various funds for the fiscal year then ended;
- B. conduct such examination in accordance with generally accepted auditing standards and to include such tests of the accounting records and such other auditing procedures as are necessary in the circumstances;
- C. render an opinion of the financial statements prepared at the close of the fiscal year;
- D. make such recommendations to the Board of Education concerning its accounting records, procedures, and related activities as may appear necessary or desirable;
- E. perform such other related services as may be requested by the Board.



BOARD OF EDUCATION  
\_\_\_\_\_ SCHOOL DISTRICT

BYLAWS  
0170/page 4 of 6

REVISED BYLAW 0175.1 - VOL. 30, NO. 1

0175            **Association Memberships**

The Board of Education may maintain membership in the

☒ National School Boards Association

☒ Michigan Association of School Boards

and may take part in the activities of these groups.

The Board may also maintain institutional memberships in other educational organizations which the Superintendent and Board find to be of benefit to members and District personnel.

The materials and other benefits of these memberships will be distributed and used to the best advantage of the Board and staff.

0175.1        **School Board Conferences, Conventions, and Workshops**

The Board of Education recognizes the value of membership and attendance at conferences and meetings at the local, County, State, and National level.

Attendance at local, County,

☒ State

☒ National

workshops and conferences is encouraged.

Each Board member is expected to report back to the Board after attending a conference at District expense.

Travel and personal expenses of spouse, children, or other guest traveling with a Board member shall be the responsibility of the Board member or of the individual. Expenses for convention functions attended as a group will be borne by the District within budgetary limits.

BOARD OF EDUCATION  
SCHOOL DISTRICT

BYLAWS  
0170/page 5 of 6

☒ ~~If approved, the following are reimbursable upon submission of receipts and documentation:~~

- ~~A. conference registration fees~~
- ~~B. transportation - plane, train or automobile, including buses, taxis and limousines~~
- ~~C. mileage at the Board approved rate~~
- ~~D. toll charges and parking~~
- ~~E. lodging (In most instances reimbursement will be limited to the conference rate, however, exceptions may be made in extenuating circumstances as determined by the Treasurer.)~~
- ~~F. Meals~~

~~1. the maximum per-day/per-meal allowance/stipend (includes up to a twenty percent (20%) gratuity) for all travel, except for travel to the major cities listed below, is:~~

~~Brunch/Breakfast \$ \_\_\_\_\_~~

~~Lunch \$ \_\_\_\_\_~~

~~Dinner \$ \_\_\_\_\_~~

~~[ ] the maximum per-day/per-meal allowance/stipend for travel to Atlanta, Boston, Chicago, Los Angeles, Miami, New Orleans, New York, Orlando, Philadelphia, San Diego, or San Francisco (includes up to a twenty percent (20%) gratuity) is:~~

~~Brunch/Breakfast \$ \_\_\_\_\_~~

~~Lunch \$ \_\_\_\_\_~~

~~Dinner \$ \_\_\_\_\_~~

BOARD OF EDUCATION  
\_\_\_\_\_  
SCHOOL DISTRICT

BYLAWS  
0170/page 6 of 6

2. ~~official conference~~ banquets will be reimbursed at actual cost

G. ~~phone calls for District business and ( ) reasonable ( ) limited~~ calls home

The President of the Board will regularly receive a record of Board member attendance at conferences.



**Enclosure #10**  
**REQUEST FOR CLOSED SESSION SECTION 8(h) OMA**  
***Attorney/Client Privilege***  
**Meeting of 9/12/16**  
*Presented by Benjamin Edmondson*  
*Prepared by Samantha Gallo*

|                                                                                                                                                                                                                                                |                                  |                    |                      |            |               |                 |                 |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------|----------------------|------------|---------------|-----------------|-----------------|----------------|
| <input type="checkbox"/> <i>Discussion</i><br><input checked="" type="checkbox"/> <i>Action – Roll Call</i><br><input type="checkbox"/> <i>Action – Voice</i><br><i>Ayes</i> _____<br><i>Nays</i> _____<br><br><i>Two-Thirds Vote Required</i> |                                  | Meredith Schindler | Maria Sheler-Edwards | Sharon Lee | Sharon Irvine | Celeste Hawkins | Ellen Champagne | Brenda Meadows |
|                                                                                                                                                                                                                                                | 1 <sup>st</sup> /2 <sup>nd</sup> |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                                                                | Aye                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                                                                | Nay                              |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                                                                | Abstain                          |                    |                      |            |               |                 |                 |                |
|                                                                                                                                                                                                                                                |                                  |                    |                      |            |               |                 |                 |                |

**Rationale/Background Information**

In accordance with Public Act 267, all closed meetings must be called by a motion at a public meeting of the Board of Education followed by a roll call vote. The Board of Education needs to meet in closed session under Section 8(h) of the Open Meetings Act, *Attorney/Client Privilege*.

**Proposed Motion**

***" .... move that the Board of Education convene in closed session under Section 8(h) of the OMA to consider an attorney/client matter."***

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

**Attachments:**

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

Called to Closed Session at: \_\_\_\_\_

Reconvene at: \_\_\_\_\_