



**Monday, August 22, 2016
6:30 p.m. – Regular Meeting**

YCS Board of Education Meeting

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

AGENDA

- I. CALL TO ORDER**
- II. ACCEPTANCE OF AGENDA**
- III. PUBLIC COMMENTS #1**
- IV. CONSENT AGENDA** (Enc. #4)
 - A. August 3, 2016 Special Meeting Minutes
 - B. August 8, 2016 Regular Meeting Minutes
 - C. New Hires, Resignations, Recalls & Transfers
- V. ACTION ITEMS**
 - A. MCACA Mini-Grant (Enc. #5A)
 - B. NWEA Map Assessment Licenses (Enc. #5B)
 - C. Community Liaison Contract (Enc. #5C)
 - D. Community Liaison Contract (Enc. #5D)
 - E. Restorative Practices Coach & SIOP Trainer Contracts (Enc. #5E)
 - F. Illuminate Data & Assessment Management System (Enc. #5F)
 - G. Accelerated Reader & Star 360 (Enc. #5G)
 - H. Lexia Learning Web-Based Software (Enc. #5H)
 - I. Go Care Insurance, *Digital Promise iPads* (Enc. #5I)
 - J. Ann Arbor Public Schools Rental of YCS Facility (Enc. 5J)
- VI. DISCUSSION**
 - A. **Second Read:** NEOLA Bylaws, 0140 (Enc. #6A)
 - B. **Second Read:** NEOLA Bylaws, 0170 (Enc. #6B)
- VII. PUBLIC COMMENTS #2**
- VIII. REQUEST FOR CLOSED SESSION** – *Section 8(d) OMA, Purchase or Lease of Property* (Enc. #8)
- IX. RECONVENE TO OPEN SESSION**
- X. *RESOLUTION: SALE OF PROPERTY**, Ardis Property (Enc. #10)
- XI. REQUEST FOR CLOSED SESSION** – *Section 8(h) OMA, Attorney/Client Privilege* (Enc. #11)
- XII. RECONVENE TO OPEN SESSION**
- XIII. BOARD/SUPERINTENDENT COMMENTS**
- XIV. ADJOURNMENT**

**Action Item*

Enclosure #4
APPROVAL OF CONSENT AGENDA
Meeting of 8/22/16
*Presented by **Benjamin Edmondson***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

a. Consent Agenda

1. August 3, 2016 Special Meeting Minutes
2. August 8, 2016 Regular Meeting Minutes
3. New Hires
4. Resignations
5. Recalls
6. Transfers

Proposed Motion

" move that the Board of Education approve the following:

- 1) August 3, 2016 special meeting minutes*
- 2) August 8, 2016 regular meeting minutes, and,*
- 3) the personnel matters as per the attached list dated August 15, 2016: New Hires, Resignations, Recalls and Transfers."*

Budget Impact: ☐ None ☒ As follows:

Most are replacements; some are grant funded

Attachments:

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

YPSILANTI COMMUNITY SCHOOLS

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

MINUTES: SPECIAL MEETING/FAMILY FORUM OF THE BOARD OF EDUCATION

Wednesday, August 3rd, 2016

The meeting was called to order at 6:39 p.m. The Pledge of Allegiance was recited.

MEMBERS OF THE BOARD OF EDUCATION PRESENT:

Sharon Irvine, Meredith Schindler, Celeste Hawkins, Brenda Meadows, Ellen Champagne, Maria Sheler-Edwards

MEMBER OF THE BOARD OF EDUCATION ABSENT: Sharon Lee

ACCEPTANCE OF AGENDA: Trustee Sheler-Edwards made the motion to accept the agenda, supported by Trustee Schindler. Acceptance of agenda passed: 5/0

ACHIEVEMENTS, AWARDS AND RECOGNITIONS: N/A

PUBLIC COMMENTS #1:

- Leslie Harris had concerns about the routes and bidding on routes (making payments on routes).
- Dana Oginski and Tracy Armstrong said a 4th grade shuttle would create for issues for classroom instruction and would keep teachers from getting to know their students.
- Pamela Larson-Erickson was okay with the time change, but stated it was very late to be deciding on bus routes.
- Emily DePauw voiced concern that Estabrook's time change would be difficult for working parents after school as 2:30 p.m. is early to end the day.
- Sabrina Shinshack asked why parents were not asked for input or a vote. Parents rely on older siblings to watch younger siblings.

DISCUSSION BY BOE

- President Irvine stated that Durham is a 3rd party contract.
- Tamara Larson, parent, stated shuttling is not new to the district and wanted to hear from administrators about procedures for discipline on the bus.
- Trustee Schindler stated her children had been shuttled before and understands concerns.
- President Irvine responded to T. Larson regarding timeliness and it was a priority to get times correct for Perry and Ford.
- Trustee Sheler-Edwards stated that if buildings are changed, there should be discussion about routing in the spring
- Trustee Hawkins stated that she understands the impact on the community and apologized to parents for the lack of timeliness in the decision.
- Trustee Meadows concurred with Trustee Hawkins.
- Superintendent Edmondson stated:
 - There was no excuse for not having this decision earlier.
 - He loves the community.
 - Things need to get better, perhaps having a forum for parents to discuss decisions.
 - Conversations about having child care in each building.

- Active PTO boards to work with.
- Shuttles, we must ensure bus drivers have a relationship with the kids.
- Apologized for lack of timeliness.
- President Irvine stated after school programming should be considered for Holmes, Estarbrook, Erickson.
- Trustee Sheler-Edwards clarified bell and bus times for WIMA.
- Stacie Bukosky stated Durham would be reaching out to Holmes and Ford families beginning tomorrow to alert of bus routes.
- Trustee Hawkins and Trustee Meadows asked about bussing bids and whether Durham was ready for the Balanced Calendar.
- Superintendent Edmondson wanted a commitment that parents would be notified starting tomorrow. Ms. Bukosky replied “yes”.
- Trustee Lee asked what methods of contact would be used, Ms. Bukosky stated phone, follow up and would do a home visit, if necessary.
- Trustee Meadows asked if there could be a commitment of a smooth start, Ms. Bukosky replied “yes”.
- Superintendent Edmondson stated students should begin with a substitute bus driver.
- Trustee Lee asked if post cards or just phone calls would be made.
- Parent stated an experience of Traditional Calendar students not getting picked up. She had to call transportation to find out bus numbers and pick up location.
- Trustee Hawkins stated parents with transportation concerns should bring them to the BOE.
- Parent stated they never received a phone call or postcard from Durham.
- President Irvine gave a directive to Superintendent Edmondson to have a contact person for parents to deal with transportation.
- Parent requested a secondary stop in certain neighborhoods.
- Teacher inquired when teachers would receive a bus list for Ford ELC.
- President Irvine stated the vote was made last week and tonight was to listen to public.
- Trustee Meadows thanked Durham for their services and wanted the district to be a priority to them.
- Trustee Schindler inquired about a call tonight or tomorrow to let community know about bus schedules. Superintendent Edmondson stated a newsletter was ready to go out.
- President Irvine inquired if there were efforts made to welcome students back as last year. Superintendent Edmondson stated Yen Azzaro is working on this.
- Trustee Meadows asked if data could be made available regarding the first 3 months.
- Trustee Sheler-Edwards stated the experience with transportation had been mixed but mostly good.

Respectfully Submitted,

Sharon Lee, Secretary
Board of Education
Ypsilanti Community Schools

YPSILANTI COMMUNITY SCHOOLS

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

MINUTES: REGULAR MEETING OF THE BOARD OF EDUCATION

Wednesday, August 8th, 2016

The meeting was called to order at 6:34 p.m. by Trustee Lee. The Pledge of Allegiance was recited.

MEMBERS OF THE BOARD OF EDUCATION PRESENT:

Sharon Irvine, Meredith Schindler, Brenda Meadows, Ellen Champagne, Maria Sheler-Edwards, Sharon Lee

MEMBER OF THE BOARD OF EDUCATION ABSENT: Celeste Hawkins

IN QUESTION:

- Trustee Meadows questioned a motion made during Regular Board Meeting, July 25th, 2016 - Final Board training for Superintendent's evaluation, whether there was a roll call vote. Board confirmed resolved.
- Regarding Proposal #5 from July 25th, 2016 agenda items: Durham Transportation - WIMA bell times not negotiated because WIMA and WIHI share staff and ACCE has separate bus routes All items were approved except for this item. Trustee Meadows inquired whether this should be voted on or held until a later time. Included a limited approval, with review by YCS administration. Trustee Champagne stated the blue portion was voted on and final pieces would be voted on today, reflecting correct action items for today's agenda. Trustee Meadows stated ACCE, WIMA, WIHI still need to be finalized and will be presented separately and voted on this evening. President Irvine states WIMA and WIHI bell times are the same as last year and only need to be voting on ACCE, as bussing changes are a function within the system and do not require a vote each time. Confirmed Trustee Meadows needed clarification on what had and had not been approved. Superintendent Edmondson confirmed there would be a vote to separate ACCE, WIMA and WIHI. President Irvine stated times were rejected for WIMA, WIHI and ACCE. Now, what requires approval? Only the bell time change.
- Superintendent Edmondson clarified Action Item I: Administrative Appointment has been amended to "Administrative Appointment".

II. ACCEPTANCE OF AGENDA: Trustee Champagne made the motion to accept the agenda, supported by Trustee Schindler. Acceptance of agenda passed: 6/0

III. PUBLIC COMMENTS #1: None

IV. ACCEPTANCE OF CONSENT AGENDA: Trustee Sheler-Edwards made the motion, supported by Trustee Champagne, motion passes 6/0

V. ACTION ITEMS

ITEM #5A: Transportation Follow Up Proposal (Enc. #5A):

Motion made by: Trustee Schindler

Supported: Trustee Sheler-Edwards

Roll call: 6/0

ITEM #5B: Approval of contract for Digital Promise Storyteller

Motion made by: Trustee Meadows

Supported: Trustee Trustee Champagne

Roll call: 6/0

ITEM #5C: Approval of contract for Eureka Math Training for YCS Secondary Teachers

Motion made by: Trustee Schindler

Supported: Trustee Trustee Meadows

Roll call: 6/0

ITEM #5D: Leveled Library Purchase for Estabrook Learning Community

Motion made by: Trustee Sheler Edwards

Supported: Trustee Trustee Schindler

Roll call: 6/0

ITEM #5E: Contract of Communities in Schools for Counseling and Dropout Prevention Services at Ypsilanti Community High School and Holmes Elementary

Motion made by: Trustee Meadows

Supported: Trustee Champagne

Roll call: 6/0

Discussion: Benefits include counseling and outreach of families to bring parents into the building, created parent resource rooms, drop-out prevention, assistance in Title 1 nights (with excellent turnouts at Holmes Elementary).

Erica Deshields, teacher at Holmes, commented on the national program. 10% of the population through academic or behavior, roughly 30 students who have reached students and their families. Having started school today, before contract start, she already has a list of students designated. The case is the same at the high school.

ITEM #5F: Brain Pop Software

Motion made by: Trustee Meadows

Supported: Trustee Schindler

Roll call: 6/0

ITEM #5G: Reflex Math Software licenses for all YCS elementary buildings and Ypsilanti Community Middle School

Motion made by: Trustee Champagne

Supported: Trustee Sheler-Edwards

Roll call: 6/0

ITEM #5H: Conscious Discipline Books for Professional Development

Motion made by: Trustee Schindler

Supported: Trustee Meadows

Roll call: 6/0

ITEM #5I: Approval of Administrative Appointment (hiring of Djeneba Sheriff for Associate Principal at Ypsilanti Community Middle School)

Motion made by: Trustee Sheler-Edwards

Supported: Trustee Meadows

Roll call: 6/0

Discussion: Jack Bauman noted Ms. Sheriff could not be here this evening. She will be at the next BOE meeting, August 22nd, 2016 to be introduced to the community. The interviewing process included three rounds of inquiry from principals, cabinet, teachers and Principal Rose.

VI. BOARD DISCUSSION

- A. First Read: NEOLA Bylaws, 0140
- B. First Read: NEOLA Bylaws, 0170

Discussion: "X"ed out sections are pieces which are currently not in the BOE bylaws.

- President Irvine stated first paragraph stays in, BOE has orientation and meeting, encouraging attendance of new board members, but not commit to when or if they would be delivered. The less scripted, the less likely there is to be breach of policies.
- Trustee Meadows mentioned with incoming new board members with staggered terms, materials should be available to be pertinent and prepared.
- Trustee Schindler inquired about policy statement and financials, they should be online with access for everyone.

VIII. SUPERINTENDENT COMMENTS

Superintendent Edmondson cited Bob Oliver as an integral point person in assisting in transportation logistics. 162 in attendance at Holmes.

- Bob Oliver cited safety of children in areas of Ypsilanti Township without sidewalks, daylight and sunset times.
- Superintendent Edmondson is asking for a responsive transportation server with adapting to needs, assessing patterns.
- The Board of Education thanked Superintendent Edmondson and Bob Oliver for their work.
- Superintendent Edmondson would like communications items that let families know about bus scheduling outside of email and website. He will also collect data to show the BOE upcoming pattern of ridership.
- Trustee Schindler asked about how often contact information has been updated. Superintendent Edmondson wants quarterly check ins to see if information has changed.
- Trustee Schindler asked about after school programs. Superintendent Edmondson wants to expand after school programs with existing partners (Boys and Girls Club, Otters, YMCA, etc.).
- Bob Oliver talked about the need to confirm more contact items including phone numbers which were not up to date in 20% of buildings.
- Trustee Sheler-Edwards spoke of her attendance with Trustee Meadows at the recent District Turnaround Network (DTN) and the need to align them to all district practices to reach goals. Proposed spending time during Tuesday evening workshop to educate all BOE members about the DTN. Trustee Meadows urged BOE to do the same.

Board of Education meeting adjourned at 8:07 p.m.

Respectfully Submitted,

Sharon Lee, Secretary
Board of Education
Ypsilanti Community Schools

Board of Education

Name	Pay Rate	Location	Position	New Position or
New Hire				
Allgood, Chelsea	\$10.00	Ford	Food Service Server	Replacement
Hardrick, Teeyania	\$10.00	Ford	Food Service Server	Replacement
Overla, Stephanie	\$12.65	YES	Food Service Lead Cook	Replacement
Allgood, Jacob	\$10.15	High School	Food Service Lead Cook	Replacement
Franklin, Marie	\$10.00	Ford	Food Service Server	Replacement
Gore, Seth	\$36,000.00	Beatty	Pre K Teacher	Replacement
Lambe, Laura	\$36,000.00	Beatty	Pre K Teacher	Replacement
Peterson, Marcie	\$41,000.00		Title 1a - Social Worker	New
Schroeder, Timothy	\$41,000.00		Title 1a - Social Worker	New
Skinner, Ginelle	\$80,000.00	Beatty	Assistant Director	Replacement
Sheffer, Melissa	\$26,465.00	WIMA	Art Teacher	Replacement
Slider, Robin	\$36,000.00	Beatty	Pre K Teacher	Replacement
Spinelli, Sherry	\$39,500.00		Pre K Teacher	Replacement
Williams, Theresa	\$41,000.00		Title 1a - Social Worker	New
Mack, Bertha	\$10.00	Middle School	Food Service Server	Replacement
Resignations				
Cook, Karen		New Tech	Secretary	
Awood, Katie		WIMA	Teacher	
Pryce, Steven		YES/Erickson	Teacher	
Lake, Monique		High School	Teacher	
Kilroy, Riley		High School	Teacher	
Laamanen, Matthew		High School	Teacher	
Rose, Brian		Middle School	Teacher	
Stupica, Sandra		New Tech	Teacher	
Hensley, Jessica		WIMA	Para Educator	
Heires, Frances	Child care leave	High School	Teacher	
Thompson, Kaylee		Ford	Teacher	
Bickel, Chad		High School	Teacher	
Bannick, Christopher		High School	Teacher	
Dresser, Rachel		WIMA	Teacher	
Recalled				
Bukosky, Stacie		High School	Teacher	
Fisk, Katherine		YES/Erickson	Teacher	
Riccinto, Adam		High School/Estabrook	Teacher	
Piazza, Stephen		Middle School	Teacher	
Arum, Angela		High School	Teacher	
Schreiber, Allison		Middle School	Teacher	
Transferred				
Gritzmaker, Kasie		Beatty	from Associate Teacher to Pre K Teacher	
	Prepared by: L. Nowling, Human Resources			
		8/15/2016		

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

Enclosure #5A
APPROVAL OF MCACA MINI-GRANT SUBMISSION
Meeting of 8/22/16
*Presented by **Laura Frey-Greathouse***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Ypsilanti Community Middle School was not awarded the 2016/17 Michigan Council for Arts & Cultural Affairs (MCACA) grant. A mini-grant became available in the amount of \$4,000, and those funds were applied for to implement some components of the "Paths to Peace: Arts in Education Residency Program".

Proposed Motion

" move that the Board of Education approve the 2016/17 MCACA Arts in Education mini-grant application."

Budget Impact: ☒ None ☐ As follows

Attachments:

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



Application ID: 391674

Grant Applications Program
Section 1: APPLICANT
INFORMATION
(*Required fields)

Before preparing the application, please read the guidelines and application instructions. Once you have submitted this application electronically, an Acknowledgement will be emailed to you indicating receipt of your application. If you do not receive this acknowledgement, contact the Council offices at 517-241-4011. Authorized by Executive Order 1991-21.

*Name: Ypsilanti Community Schools

Dept: _____

*Address 1: 1885 Packard Rd

Address 2: _____

*City: Ypsilanti *State: MI *Zip: 48197

*County: Washtenaw *Federal I.D. number: 381805562 *DUNS: 020845640 (Dun & Bradstreet #)

Region: Region 9 - Hillsdale, Jackson, Lenawee, Livingston, Monroe, Washtenaw

Other common name: YCS

*Telephone: 7342211207

Website (URL): www.ycschools.us

Office hours: 8-4

*Authorizing official or board designee
(cannot be same as proj. dir.): Laura Frey-Greathouse

*Authorizing official's email: lfreygreathouse@ycschools.us

*Authorizing official title: Director of Student Affairs

Board chairperson: Sharon Irvine

Board chairperson title: Board President

*Status: Government - State

*Institution: School District

*Discipline: Visual Arts

Section 2: PROGRAM
AREA
(*Required fields)

Please choose a program area.

*Choose one: MG

Section 3: PROJECT
INFORMATION
(*Required fields)

*Category: PS

CONTACT PERSON'S INFORMATION

*Project Director (cannot be same as auth. off.): Debbie Swanson

*Title: Teacher

Address 1: 235 Spencer Lane

Address 2: _____

City: Ypsilanti State: MI Zip: 48198

*Business telephone: 734-221-2200

Alternate telephone: _____

Fax number: _____

*Email address: dswanson@ycschools.us

*Project/activity title: Paths to Peace

*Request amount: \$4000 *Start date: 10/01/2016 *End date: 5/31/2017

*Project's primary discipline: Multi-disciplinary

*Type of activity: Arts Instruction

Project Description:

Paths to Peace: War of 1812 Arts Legacy Project is an international arts-based history education program for middle school students from Ypsilanti Community Schools (YCS) and Amherstburg Public Schools in Ontario, Canada. It is a collaborative project of YCS, the National Park Service (NPS) and Artrain, an Ann Arbor based arts organization. Using the arts as catalysts for learning and international student engagement, Paths to Peace helps students interpret the War of 1812, examining historical events from three perspectives: United States, Britain/Canada, and First Nations/American Indian.

*Project Primary Counties - enter all that apply:

Please format your answers in alphabetical order as County; County; etc.

Washtenaw; Essex, Ontario

***ARTS EDUCATION:** Choose one that describes the project activities for which support is requested.

50% or more of the funded activities are arts education

Section 4: SUMMARY
INFORMATION
(*Required fields)

Section 4a: Project Participation Summary

(this information should represent your projections and estimates for the entire grant period)

*Total number of Michigan artists actively involved: 4

*Total paid to Michigan artists: \$4000

*Total number of artists actively involved: 4

*Total paid to artists: \$4000

Adults and Youth Engaged in "In-Person" Arts Experiences: Enter the number of people who directly engaged with the arts, whether through attendance at arts events or participation in arts learning or other types of activities in which people were directly involved with artists or the arts. Do not count individuals primarily reached through TV, radio or cable broadcast, the Internet, or other media. Include actual audience numbers based on paid/free admissions or seats filled. Avoid inflated numbers, and do not double-count repeat attendees.

*Adults engaged: 12

*Children/Youth (under age 18) engaged: 180

*Total number of new hires: 4

*Total number of employees: 16

Population Benefited by Race / Ethnicity: (select all that apply)

- ☒ American Indian/Alaska Native
- ☒ Asian
- ☒ Black/African American
- ☒ Hispanic/Latino
- ☒ Native Hawaiian/Other Pacific Islander
- ☒ White
- ☐ No single racial/ethnic group made up more than 25% of the population directly benefited

Population Benefited by Age: (select all that apply)

- ☒ Children/Youth (0-18 years)
- ☐ Young Adults (19-24 years)
- ☒ Adults (25-64 years)
- ☐ Older Adults (65+ years)
- ☐ No single age group made up more than 25% of the population directly benefited

Population Benefited by Distinct Groups: (select all that apply)

- ☐ Individuals with Disabilities
- ☐ Individuals in Institutions
- ☒ Individuals below the Poverty Line
- ☒ Individuals with Limited English Proficiency
- ☐ Military Veterans/Active Duty Personnel
- ☒ Youth at Risk
- ☐ No single distinct group made up more than 25% of the population directly benefited

Section 4b: AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION

- ☒ Are your facilities and PROGRAMS accessible to persons with disabilities?
- ☐ Has an ADA evaluation of your organization's facilities and programs been conducted?

If yes, give date completed: _____

- ☒ Are staff members informed and trained in access issues?

Section 7: REQUIRED DOCUMENTS

(*Required fields)

All sections of the Application form must be completed.

ATTACHMENTS

*Attachment 1:

Attachment1NarrativeYCS.pdf

Attachment 2:

Attachment2BudgetYCS.pdf

Attachment 3:

Attachment3BiosYCS.pdf

Attachment 4:

Attachment4AssurancesYCS.pdf

Attachment 5:

Attachment 6:

Attachment 7:

Attachment 8:

Attachment8Sample8YCS.pdf

Attachment 9:

Attachment9Sample9YCS.pdf

Attachment 10:

Attachment10Sample10YCS.pdf

PLEASE NOTE: This report does not confirm the accuracy of the grant application, materials uploaded or that it will receive funding.

The Council and/or Regranting Agency is not responsible for incorrectly uploaded materials or the inability to open attachments. The Michigan Council for Arts and Cultural Affairs and the Regranting Agency reserves the right to retain a copy of application materials for archival purposes and its permanent record.

All application materials are public records. Keep a complete copy of your application for your file. To print a copy of this form return to the [Main Menu](#) of the eGrant System and click the "View" button for the form you just completed. If there is more than one report format available you will need to choose the appropriate link to download your report.

If you have any questions, please contact the Michigan Council for Arts and Cultural Affairs at 517-241-4011.

Thank you.

Enclosure #5B
APPROVAL OF PURCHASE OF NWEA MAP ASSESSMENT LICENSES
Meeting of 8/22/16
*Presented by **Laura Frey-Greathouse***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

This is a yearly purchase of the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) assessment tool.

Proposed Motion

“ move that the Board of Education approve the Northwest Evaluation Association purchase order, #2017-00000029, in the amount of \$38,525.”

Budget Impact: ☐ None ☒ As follows
 General Fund

Attachments:

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



PURCHASE ORDER # 2017-00000029

PAGE 1 of 1
DATE: 07/25/2016

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL PACKAGES, INVOICES, SHIPPING LABELS,
AND ANY OTHER CORRESPONDENCE

Originator: Garner, Kelly L.
Dept: Ed Qual Educational Quality
Email: rranger@ycschools.us
Phone: (734) 221-1226 x

Vendor Contact:
NORTHWEST EVALUATION ASSOC.
121 NW EVERETT ST
PORTLAND, OR 97209-0000

Send Invoice To:
Ypsilanti Community Schools
Administration Building
1885 Packard Road
Ypsilanti, MI 48197

Ship To:
Ypsilanti Community Schools
Administration Building
1885 Packard Road
Ypsilanti, MI 48197

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
350.0000	Each	Item - WEB-BASED MAP FOR PRIMARY GRADES	11.5000	\$4,025.00
3,000.0000	Each	Item - WEB-BASED MEASURES OF ACADEMIC PROGRESS MATH, READING & LANGUAGE	11.5000	\$34,500.00
TOTAL DUE				\$38,525.00

VENDOR NOTICES

- 1) Any change in the fulfillment of this order (estimated or otherwise) must be preapproved by us before proceeding.
- 2) Transportation charges must be prepaid.
- 3) We are exempt from Michigan Sales and Use Tax and Federal Excise Taxes.
- 4) All Toxic/Hazardous materials must be accompanied by Materials Safety Data Sheets, as required by Section 14 of Act 151, Public Acts of 1980 as amended (MIOSHA).
- 5) Items on back order will be considered AUTOMATICALLY CANCELLED AFTER 90 DAYS FROM DATE OF ORDER unless approved by the Purchasing Department.

Kelly L. Garner

Special Instructions

Enclosure #5C

APPROVAL OF CONTRACT FOR COMMUNITY LIAISON: *Barbara Malcolm*

Meeting of 8/22/16

*Presented by **Laura Frey-Greathouse & Ben Murphy Smith***

*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Barbara Malcolm is the Community Liaison located primarily at Ypsilanti Community High School (YCHS). Ms. Malcolm works with students and families where there are truancy and chronic behavior issues. She also works with adjudicated students, assists with Restorative Practices, and coordinates with social workers and building administrators. The contract dates of services are August 30, 2016 - June 21, 2017.

Contract Amount: 187 days; 8 hours/day; \$28.52/hour, not to exceed \$229.94/per day; not to exceed \$43,000.

Proposed Motion

" move that the Board of Education approve the contract with Barbara Malcolm to serve as Community Liaison for a contract amount not to exceed \$43,000."

Budget Impact: ☐ None ☒ As follows

31a - At Risk: \$43,000

Attachments:

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



Office of Human Resources
1885 Packard Road – Ypsilanti, MI 48197-1846
(734) 221-1210 • www.ycschools.us

Mr. Jack Bauman, Human Resources Director
Lois Nowling, Executive Secretary

Contractual Agreement for Community Liaison

This AGREEMENT is entered into this 22nd day of August 2016. By and between Ypsilanti Community Schools and Barbara Malcolm, Community Liaison, hereinafter referred to as the “Contracted Person”,

The Contracting Person will provide the following:

- Working with small and large groups.
- Providing Restorative Justice support
- work closely with alternative education staff on issues germane to supporting homeless, adjudicated, and disengaged youth.
- Work closely with building administrators and social workers to provide support for truant students
- Work in cooperation with local agencies and governmental units in an effort to increase safety and attendance for both students and staff.
- Involves parents/families in the educational activities of the program: (1) to emphasize their role as the principal influence on the child's education and development, and (2) to assist parents/families to increase their knowledge, understanding, skills and experience in basic child development.
- Assist other services areas of the program with direct and indirect services.
- Participates in the training of families as requested.
- Provides community resources for families.
- Participates in recruitment activities.
- Participates in professional development, maintains appropriate certification and qualifications and keeps current in changing pedagogy.
- Regular predictable attendance.
- Establishes a relationship of trust and rapport with the families of the children.
- Communicates with families to facilitate positive interaction within the program.

Ypsilanti Community Schools agrees to provide as follows:

- Supplies and Materials
- Facilities

It shall be the understanding of both parties; the Contracting Person and Ypsilanti Community Schools that time spent on this Contracting Person if being paid by Grant Funds, is not being compensated for under any other Grant Funds. It shall also be understood that the dates of service may change if there is a reduction in teaching staff for Ypsilanti Community Schools necessitating a change in how grant funds are used.

Date (s) of Service: August 30, 2016 – June 21, 2017

Services to be conducted at: Ypsilanti Community Schools



YPSILANTI
COMMUNITY SCHOOLS

Office of Human Resources
1885 Packard Road - Ypsilanti, MI 48197-1846
(734) 221-1210 • www.ycschools.us

Mr. Jack Bauman, Human Resources Director
Lois Nowling, Executive Secretary

Amount: 187 days, 8 hours/day, \$28.52/hour, not to exceed \$229.94/per day, not to exceed \$43,000

Signature of Community Liaison

Superintendent

Date:

Date:

Account Number: 12.1211.3130.000.3067.00000.0000

Enclosure #5D
APPROVAL OF CONTRACT FOR COMMUNITY LIAISON: Alex Easley
Meeting of 8/22/16
*Presented by **Laura Frey-Greathouse & Ben Murphy Smith***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Alex Easley is the Community Liaison located primarily at Ypsilanti Community Middle School (YCMS). Mr. Easley works with students and families where there are truancy and chronic behavior issues. He also works with adjudicated students, assists with Restorative Practices, and coordinates with social workers and building administrators. The contract dates of services are August 30, 2016 - June 21, 2017.

Contract Amount: 187 days; 8 hours/day; \$25.40/hour, not to exceed \$203.20/per day; not to exceed \$38,000.

Proposed Motion

" move that the Board of Education approve the contract with Alex Easley to serve as Community Liaison for a contract amount not to exceed \$38,000."

Budget Impact: ☐ None ☒ As follows

31a - At Risk: \$38,000

Attachments:

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



Office of Human Resources
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(734) 221-1210 • www.ycschools.us

Mr. Jack Bauman, Human Resources Director
Lois Nowling, Executive Secretary

Contractual Agreement for Community Liaison

This AGREEMENT is entered into this 22nd day of August 2016. By and between Ypsilanti Community Schools and Alex Easley, Community Liaison, hereinafter referred to as the “Contracted Person”,

The Contracting Person will provide the following:

- Working with small and large groups.
- Providing Restorative Justice support.
- Work closely with alternative education staff on issues germane to supporting homeless, adjudicated, and disengaged youth.
- Work closely with building administrators and social workers to provide support for truant students
- Work in cooperation with local agencies and governmental units in an effort to increase safety and attendance for both students and staff.
- Involves parents/families in the educational activities of the program: (1) to emphasize their role as the principal influence on the child's education and development, and (2) to assist parents/families to increase their knowledge, understanding, skills and experience in basic child development.
- Assist other services areas of the program with direct and indirect services.
- Participates in the training of families as requested.
- Provides community resources for families.
- Participates in recruitment activities.
- Participates in professional development, maintains appropriate certification and qualifications and keeps current in changing pedagogy.
- Regular predictable attendance.
- Establishes a relationship of trust and rapport with the families of the children.
- Communicates with families to facilitate positive interaction within the program.

Ypsilanti Community Schools agrees to provide as follows:

- Supplies and Materials
- Facilities

It shall be the understanding of both parties; the Contracting Person and Ypsilanti Community Schools that time spent on this Contracting Person if being paid by Grant Funds, is not being compensated for under any other Grant Funds. It shall also be understood that the dates of service may change if there is a reduction in teaching staff for Ypsilanti Community Schools necessitating a change in how grant funds are used.

Date (s) of Service: August 30, 2016 – June 21, 2017

Services to be conducted at: Ypsilanti Community Schools



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Mr. Jack Bauman, Human Resources Director
Lois Nowling, Executive Secretary

Amount: 187 days, 8 hours/day, \$25.40/hour, not to exceed \$203.20/per day, not to exceed \$38,000

Signature of Community Liaison

Superintendent

Date:

Date:

Account Number: 12.1211.3130.000.3067.00000.0000

Enclosure #5E

APPROVAL OF CONTRACTUAL AGREEMENT FOR CONSULTANT SERVICES

Mikel Brown, Restorative Practices Coach

Mary Anne Jaeger, SIOP Trainer

Meeting of 8/22/16

Presented by Laura Frey-Greathouse & Ben Murphy-Smith

Prepared by Samantha Gallo

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

Rationale/Background Information

Mikel Brown is assigned for the 2016/17 school year to serve as the building Restorative Practices Coach for the three small learning communities at Ypsilanti Community High School (YCHS). Mr. Brown will work with both students and teachers to resolve conflicts, run restorative circles and implement the Restorative Practices model throughout the building. The term of Mr. Brown's contract is August 30, 2016 through June 30, 2017.

Mary Anne Jaeger will co-teach and model for principals and teachers effective strategies for implementing the best practice for SIOP training, teaching building staff how to create a monitoring rubric and use of observational data to improve instruction with ELL students. She will support Focus Schools in their area of needs and help with implementation of the Focus School redesign plan. The term of Ms. Jaeger's contract is August 30, 2016 through June 30, 2017 for an amount of "\$40/hour and not to exceed \$31,600 during the dates of service".

Proposed Motion

" move that the Board of Education approve the following 2016/17 Contractual Agreements for Consultant Services:

- 1) Mikel Brown, Restorative Practices Coach at YCHS, for an amount not to exceed \$50,000, and;***
- 2) Mary Anne Jaeger, SIOP Trainer, for an amount not to exceed \$31,600."***

Budget Impact: ☐ None ☒ As follows:

Mikel Brown: 31a At-Risk, for an amount not to exceed \$50,000

Mary Anne Jaeger: Title I, for an amount not to exceed \$31,600 (+ \$15,800 = \$47,400 total)

Attachments:

☒ Enclosed (2) ☐ To Be Distributed *Separately* ☐ None



Contractual Agreement for Consultant Services

This AGREEMENT is entered into this 22nd of August 2016, by and between Ypsilanti Community Schools and Mikel Brown hereinafter referred to as the "Contracted Person".

The Contracted Person will be responsible for:

- 1) Successful implementation of RJ circle time in all classrooms by the end of the 2016-17 school year.
- 2) Shifting the current crisis response climate to proactive problem solving by students and with staff.
- 3) Observing that staff and students are spontaneously using RJ problem solving language and strategies when conflicts arise.
- 4) Observing students are independently resolving (or de-escalating) negative interactions without adult interventions
- 5) Significantly reducing the number of suspensions from the 2015-16 level; monitoring that this reduction occurs each month.
- 6) Helping students, staff, and parents correlate the connection between behavior, problem resolution and academic success in the classroom/school

The Restorative Justice Coach will work closely with the building principal to determine the most effective means to embed RJ practices through the school culture. RJ will do the following by example (although not exhaustive):

- Establish daily observations in classrooms; ensuring that there is a regular classroom visitation schedule each week.
- Model for all teachers R"J practices (circle time and student to student dispute resolution strategies) throughout the year; this may occur more frequently during the first semester.
- Meet more regularly in small groups with students who are more frequently engaged in disputes.
- Meet as needed with parents of these same students along with the principals to discuss constructive ways to support positive behavior and dispute resolution.
- Create a regular opportunity for students to seek out RJ coach to problem solve issues.
- Work/train/model the RJ practices for lunch room staff, and other volunteers to ensure consistency throughout the instructional day.
- Work with the principal to secure a group of volunteers (male role models) who will received RJ training to work with small groups of young boys on positive dispute resolution behavior
- Work with the building principal to assess when students are having the greatest difficulty interacting appropriately and to plan with the principal to proactively address the problem.
- Monitor and maintain a log of disciplinary incidents; work with staff; principal and students to significantly reduce this statistic.
- Work with principal to provide periodic training sessions during staff meeting to refresh staff's understanding of RJ protocols and/or to discuss school wide trends.

Ypsilanti Community Schools agrees to provide as follows:

- 1) Supplies and Curriculum Materials
- 2) Facilities



It shall be the understanding of both parties; the Contacting Person and Ypsilanti Community Schools that time spent on this Contracting Person if being paid by Federal Funds, are not being compensated for under any other Federal Funds. It shall also be understood that the dates of service may change if there is a reduction in teaching staff for Ypsilanti Communities Schools necessitating a change in how grant funds are used.

Date (s) of Service: August 30, 2016 – June 30, 2017

Services to be conducted at : Ypsilanti Community Schools

Amount : \$50,000.00.

Director of Academic Programs

Mikel Brown

Date: _____

Acct # _____



Contractual Agreement for Consultant Services

This AGREEMENT is entered into this 22nd of August 2016, by and between Ypsilanti Community Schools and Mary Anne Jaeger hereinafter referred to as the "Hourly Services".

Mary Anne Jaeger will provide the following:

- 1) Co-Teach and model for principals and teachers, effective strategies for implementing the best practice for SIOP training.
- 2) Teach building staff how to create a monitoring rubric and use observational data to improve instruction with the ELL students.
- 3) Support Focus schools in their area of needs.
- 4) Help with implementation of Focus School redesign plan.
- 5) Work with buildings on the School Improvement Process to assist their ELL students & families.
- 6) Assist with planning ELL afterschool and summer school to meet the students needs.
- 7) Help Principals with use of their building data to improve instruction.
- 8) Coach Principals in their areas of need for her staff to support their ELL students and families.
- 9) Assist with finding WIDA tester to assure good testing.

Ypsilanti Community Schools agrees to provide as follows:

- 1) Supplies and Curriculum Materials
- 2) Facilities

It shall be the understanding of both parties; the Contacting Person and Ypsilanti Community Schools that time spent on this Contracting Person if being paid by Federal Funds, are not being compensated for under any other Federal Funds. It shall also be understood that the dates of service may change if there is a reduction in teaching staff for Ypsilanti Communities Schools necessitating a change in how grant funds are used.

Date (s) of Service: August 30, 2016– June 30, 2017

Services to be conducted at: Ypsilanti Community Schools

Amount : \$40.00 per hour Not to exceed \$31,600 during dates of service.

Director of Academic Programs

Mary Anne Jaeger

Date: _____

Acct # _____

Enclosure #5F
APPROVAL OF PURCHASE OF
ILLUMINATE DATA & ASSESSMENT MANAGEMENT SYSTEM
Meeting of 8/22/16
*Presented by **Laura Frey-Greathouse & Ben Murphy-Smith***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Illuminate Education Inc. is a data warehouse system that will allow teachers to build assessments and track data. It will also be used as a performance management tool for our Rapid Turn Around Blue Print.

Proposed Motion

" move that the Board of Education approve the purchase of the Illuminate Data and Assessment Management System in the amount of \$25,014."

Budget Impact: ☐ None ☒ As follows

General Fund: \$25,014

Attachments:

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

DNA SOFTWARE SERVICES AGREEMENT

This DNA Software Services Agreement ("**Agreement**") is entered into effective as of **July 21, 2016** ("**Effective Date**") by and between Illuminate Education, Inc., a California corporation ("**Illuminate**"), and Ypsilanti Community Schools ("**District**").

RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed, owns and hosts online such a system known as the Illuminate Data and Assessment Management System (the "**System**");

WHEREAS, Illuminate also has acquired from third parties the right to make available in conjunction with the System (i) a database of test questions known as "**INSPECT**" ("**Item Bank**") and (ii) software for automated grading of multiple choice exams ("**Grading Software**"); and

WHEREAS, District desires to access and use the System and obtain the other services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement. Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through **June 30, 2019** ("**Term**").

2. System Services; Third Party Services.

(a) System Services. Subject to the terms of this Agreement, during the Term, District and District Users (as defined below) may access and use the System for the benefit of District's students, but only with respect to the schools identified on Exhibit A hereto. Exhibit A may be amended for future school years to include additional District schools. District is responsible for the actions of all District Users and other District employees and agents, for ensuring that only District Users are provided access to the System (including ensuring ID and password security), and that access of District Users is limited to that portion of the System and District Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement. "**District Users**" means District employees, students and such students' parents or guardians holding a valid ID and password to use the System issued by the District.

(b) Third Party Services. Illuminate has entered into agreements with third parties that permit it to authorize District Users to download from such third parties' servers, or otherwise access, and use, through the System, (A) the Grading Software and (B) the Item Bank, subject, in certain instances, to execution of a standard end user license agreement with the third party provider. So long as Illuminate continues to have the right from the applicable third party to authorize District to use the Grading Software and the Item Bank in connection with the

System, it will enable the System to allow District Users to do so. In the event that Illuminate ceases to have such right, or the applicable third party dissolves or otherwise ceases to make such product available to Illuminate, Illuminate will work with District to identify an alternative product providing substantially similar functionality and on substantially similar terms, and make such product available to District. If Illuminate is unable to find or obtain the right to provide an alternative product on such terms, District's sole remedy will be a reduction in the Annual Fee under Section 3(a)(i) and 3(a)(ii) by \$1.00 per student, in the case of the unavailability of the Grading Software, and \$1.50 per student, in the case of the unavailability of the Item Bank. Illuminate makes no representations or warranties regarding the functionality, quality or continuing availability of either the Grading Software or the Item Bank (or any alternative product) and will have no liability with respect thereto. It should be noted that an Item Bank is included as part of System that is not third-party.

3. Fees.

(a) Annual Fee. District agrees to pay to Illuminate an annual fee (the "Annual Fee") for access and use of the System and applicable third party services each school year during the Term of \$6.00 per student for use of the System.

(b) Student Count. The parties agree that the number of students to be used in calculating the Annual Fee for each school year (the "Student Count") shall be the number of students during the preceding school year at schools in the District that will be using or are authorized to use the System. The number of students used for calculating a fiscal year's Annual Fee shall be based on the prior fiscal year's audited Fall count "Total Adjusted K-12 & Special Education FTE" from <https://cepi.state.mi.us/msds/AuditForm.aspx>

By way of example, the estimated Annual Fees for the Term assuming a Student Count of 3,419 would be as follows:

Product/School Year	Fee Structure	Estimate of Annual Fee <i>(Actual fee determined by June 30th prior to each fiscal year as outlined above)</i>
System, July 1, 2016 – June 30, 2017	\$6.00 per student 3,419 students	\$20,514
System, July 1, 2017 – June 30, 2018	\$6.00 per student 3,419 students	\$20,514
System, July 1, 2018 – June 30, 2019	\$6.00 per student 3,419 students	\$20,514

(c) Initial Training. Illuminate will provide up to 3 days of initial training to District in the basic use of the System at a charge of \$1,500 per day, to be presented as both

parties mutually agree. Fees for initial training will be billed by Illuminate in the month following the applicable training. District is highly encouraged to purchase 3-10 training days the first year and as needed in following years (districts may collaborate with a maximum number of participants of 30 attendees in any given training day). By way of example, the estimated initial training fees assuming the maximum number of training days are used would be as follows:

Product/School Year	Fee Structure (from REMC Pricing)	Estimate of Total Initial Training Fees
Initial Training, 2016-2017	\$1,500 per day/per trainer 3 training days	\$4,500

Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Training after initial training is exhausted will be at a rate of \$1,500 per day per trainer for on-site training and \$500 per day for on-line training.

Payment. The Annual Fee for each school year (July – June) and fees for training and services shall be paid by District within 30 days of receipt of an invoice from Illuminate. Illuminate may submit an invoice for the Annual Fee in advance of each school year or during the first month of such school year (July). Illuminate may submit an invoice for training and other services following the provision of such training or service that is initiated by purchase order from District.

Failure to Make Payment. In the event District fails to pay the Annual Fee or other fees due hereunder when due it will constitute a material breach of this Agreement and, upon written notice from Illuminate, District agrees to pay all fees owed within five (5) business days and if District fails to so pay, District agrees to immediately cease, and to cause District Users to immediately cease, using the System and Illuminate will have no further obligation to provide any maintenance or support to District or District Users.

Taxes. The fees in this Section 3 do not include sales, use or similar taxes which may be applicable. To the extent District is not exempt therefrom, District is solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income.

4. Ownership of System; Third Party Materials. Illuminate and its third party providers are and will remain the exclusive owners of all right, title and interest in and to the System and all derivative works, and in the materials licensed or provided by such third parties to Illuminate ("**Third Party Materials**"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence, subject only to the rights of third parties in open source components. In addition, Illuminate shall own any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by Illuminate pursuant to this Agreement

(“*Specific Developments*”). District will have no rights in the System, any derivative works, the Specific Developments or Third Party Materials, except the right to access and use them as expressly set forth in this Agreement. District agrees not to (i) alter, merge, modify, adapt or translate the System or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the System or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or license the System or Third Party Materials, (iii) create derivative works based upon the System or Third Party Materials or (iv) permit anyone other than District Users to use the System. District acknowledges that the System is confidential in nature and constitutes a trade secret of Illuminate and agrees to use reasonable efforts to prevent inadvertent disclosure of the System, or elements thereof, to any third party during the Term or thereafter.

5. Implementation, Data Conversion and Hosting. Illuminate agrees to provide the services associated with the implementation of the System and District Data conversion and hosting as follows:

(a) Task List Timeline. A preliminary list of tasks and associated targeted completion dates for implementation are set forth on Exhibit C attached hereto.

(b) Hosting. The System and District Data will be hosted on Illuminate’s servers. District shall have access to the District Data through the System, except for maintenance downtime and during data import mode.

6. System Maintenance and Support. Illuminate agrees to provide maintenance and support of the System to District. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the System; telephone and e-mail support for questions regarding operations of the System; change the System as necessary to incorporate upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; telephone or web conferences with District to address future growth or modifications to the System. Maintenance and support of the System is provided at no additional cost to District. Illuminate is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the System or databases by District or District Users, District employees or agents, unless such modification or alteration is approved in writing by Illuminate, or (b) any failure of District equipment or software.

7. Responsibilities of District. District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. District Data.

(a) Ownership and Control. District will retain ownership of, and the ability to control, all District information, including Pupil Records (as defined below), imported into the System (“*District Data*”). Illuminate may, however, internally use District Data that has been de-identified, including aggregated de-identified information, in order to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications. Upon the termination of this Agreement, to the extent District Data resides on Illuminate servers, Illuminate agrees to assist in the transfer all District Data back to District in an industry standard open format such as SQL at no charge.

(b) Sharing of District Data. Illuminate will not share District Data with or disclose it to any third party, except (i) to District Users, (ii) as directed by District or District Users, (iii) to Illuminate's subcontractors who need access to fulfill Illuminate's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (iv) as required by applicable law. When Illuminate believes that any disclosure is required by applicable law, it will promptly notify District prior to the disclosure and give District a reasonable opportunity to object to the disclosure.

(c) Storage and Process. Illuminate will store and process District Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

(d) Social Security Numbers. District agrees that it will not collect or store as part of the District Data or otherwise any social security numbers.

9. Privacy and Security of Student Data.

(a) Definitions.

(i) ***"Pupil-Generated Content"*** means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) ***"Pupil Records"*** means any information (i) directly related to a pupil that is maintained by District or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee, but does not include de-identified information, including aggregated de-identified information, used by Illuminate to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

(b) Ownership and Control of Pupil Records. Pupil Records obtained by Illuminate from District will continue to be the property of and under the control of the District.

Use of Pupil Records. Illuminate will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

Security and Confidentiality. Illuminate will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. Illuminate will identify those employees and subcontractors who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. Illuminate warrants that all Pupil Records will be encrypted in transmission. Illuminate further warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under Agreement.

Notice of Unauthorized Disclosure. In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, District will notify affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

Certification of Non-Retention. Illuminate certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to Illuminate upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

FERPA and State Equivalent Compliance. District and Illuminate each represents and warrants that it and its agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect Pupil Records from disclosure.

(i) District shall at all times remain the owner of any and all data provided to Illuminate and stored on system. District acknowledges that Illuminate may access such data to perform the services hereunder, and Illuminate agrees to not disclose or disseminate to others any data belonging to District without the prior written authorization from District, unless required by law or compelled by court order. In accordance with FERPA and the regulations promulgated thereunder, if Illuminate is performing institutional services and functions for District that would otherwise be performed by District, Illuminate will accordingly be considered a school official, provided that: (i) Illuminate shall use and maintain the data (including any education records and personally identifiable information of students (PII)) in accordance with FERPA and District's FERPA related policies and procedures (which shall be provided to Illuminate in writing); (ii) District has the right to audit Illuminate's use of the District's data (including education records and PII) at any time; and (iii) Illuminate shall not re-disclose any data (including any education records or PII) of District or its students to any other party without the prior written consent of the District (and the student's (or student's parent(s) if required by law).

(ii) The District may disclose to Illuminate and Illuminate shall maintain PII for and on behalf of District – in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) – for the primary purpose of providing assessment and research services pursuant to this ITB and resulting Contract. PII from education records is confidential and must not be redisclosed through direct data disclosures or publishing results that allow individuals to be directly or indirectly identified. Illuminate may itself, through its own employees or representatives, use PII to conduct assessment and research activities for the benefit of District and/or for the collective benefit of multiple school Districts for the purpose of developing, validating, or administering predictive tests, and/or improving instruction. PII provided to Illuminate may be disclosed only to Illuminate employees or representatives who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this ITB and resulting Contract. Illuminate agrees to use PII only to meet the purpose or purposes of this ITB and resulting Contract. Illuminate agrees to conduct the services in a manner so as not to permit identification, either directly or indirectly, of students or parents by anyone other than

representatives of Illuminate or District with legitimate educational interest in maintaining, organizing, or analyzing the data for the purposes set forth in this Contract. Access to PII under this Contract shall be limited to the number of Illuminate representatives reasonably necessary to achieve the purpose stated in this Contract. Illuminate shall destroy all PII when the information is no longer needed for the purposes of this Contract but no later than thirty (30) days of termination of the District's Contract Term.

Other Third Party Content. Nothing in this Section shall be construed to impose liability on Illuminate for content provided by any third party.

10. Illuminate Warranty.

(a) System Warranty. Illuminate warrants to District that the System as delivered, will materially comply with the REMC SAVE Bid specifications and Illuminate's response to bid including Mutually Agreed Exceptions and Questions/Answers documents for such System. Illuminate does not warrant that the operation of the System will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SYSTEM IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SYSTEMS OF THIS TYPE.

(b) Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE SYSTEM AND ALL ILLUMINATE SERVICES ARE PROVIDED "AS IS" AND ILLUMINATE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND ILLUMINATE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY SERVICES IS STRICTLY BETWEEN DISTRICT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SERVICES.

11. Indemnification.

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its Board of Education, in their official capacity, administrators, employees, committees, agents, successors and assignees, from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that District's use of the System infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the System; (ii) that results from the gross negligence or intentional misconduct of Illuminate or its employees or agents; or (iii) that results from any material breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**")), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

12. Insurance. Illuminate agrees to carry a comprehensive general and, if Illuminate has any company-owned or company-leased vehicles, automobile, liability (including cyber) insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

13. Termination.

(a) Termination by District. District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution. In the event of termination for cause of this Agreement, Illuminate shall refund DISTRICT the prorated portion of that year's Annual Fee.

(c) Rights in Law and Equity Remain. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(d) Survival. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 8, 9, 10, 11, 13 and 14 and any obligations to pay for license fees, services, training or taxes pursuant to Section 3 that were earned or payable relating to the period prior to termination.

14. Miscellaneous.

Entire Agreement; Counterparts. This Agreement and the Exhibits hereto (including the Mutually agreed upon Exceptions, REMC Save Invitation to Bid, Questions and Answers, and the Illuminate DnA Bid Response each attached as Exhibit D), contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. To the extent that the terms and conditions of such documents are in conflict, they will be interpreted in the following order of precedence:

1. The Agreement, including Exhibits A, B and C
2. Exhibit D, which includes
 - 1) Mutually agreed upon Exceptions,
 - 2) REMC Save Invitation to Bid,
 - 3) Questions and Answers, and
 - 4) the Illuminate DnA Bid Response

This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a “.pdf” data file, such disnature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(b) Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto pursuant to this Agreement will be in writing and will be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the party at the following addresses or to such other address as either party may hereafter designate to the other in accordance herewith:

If to Illuminate:

Illuminate Education, Inc.
6531 Irvine Center Drive, Suite 100
Irvine, California 92618
Attention: Contracts Administrator
E-mail: Contracts@IlluminateED.com

If to District:

Ypsilanti Community Schools
1885 Packard Road
Ypsilanti, Michigan 48197
Attention: Laura Frey-Greathouse
E-mail: lfreygreathouse3@ycschools.us

(c) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of Michigan, without regard to its principles of conflicts of laws.

(f) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

(h) No Third-Party Beneficiaries. Except for the indemnification rights of certain directors, officers, employees and agents expressly set forth in Section 11, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Improper Payments. Illuminate represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of District any cash or noncash gratuity or payment with a view toward securing any business from District or influencing such person with respect to the

conditions, or performance of any contracts with or orders from District, including without limitation this Agreement.

(j) EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER DISTRICT OR ILLUMINATE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SYSTEM, (b) LOSS, DAMAGE OR CORRUPTION OF DATA OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(k) CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED TWO (2) TIMES THE ANNUAL FEE FOR ONE YEAR SET FORTH IN SECTION 3. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(l) Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation), when and to the extent such failure or delay is caused by any circumstance beyond such party's reasonable control (a "*Force Majeure Event*"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

(m) Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

(n) Implementation Guide.

(i) District Leadership Team - District understands that for a successful implementation they will have identified the key roles outlined during the planning process as outlined at https://process.illuminateed.com/#tab_tab3.

(ii) Data Import Process – District will use the data file specifications provided by Illuminate to gather the required data files as outlined in the timeline provided. It is the responsibility of District to provide the data files from its constituent districts to Illuminate. By signing this Agreement, District understands that data that is not provided during the timelines specified, or is incomplete/inaccurate, will cause delays in the rest of the timeline.

(iii) Implementation And Training - By signing this Agreement, District understands that the key to a successful implementation is establishing a training plan that includes topics designed for various stakeholder groups. District and Illuminate Implementation Team will determine the implementation and training plan details within the first 30 days of the timeline. Training is conducted by Illuminate at the REMC Tier Price per day per Illuminate trainer. District may consolidate with a maximum participant limit of 30 attendees in any given day. District, or their constituent districts, will host the trainings at no cost. The number of days depends on model of training that District chooses (e.g. Train the Trainer model will result in fewer training days by Illuminate). Training for subsequent years will vary and will depend on whether District or their constituent districts will lead training (Train the Trainer), or if Illuminate will lead the training (or a combination thereof). Most districts utilize several days of training per year to accommodate expanded use of features and new staff to the District. It is understood that District will include its constituent districts in any given training session.

(iv) Timeline - Included is a task list timeline customized for District. District will work with Illuminate's Implementation Team to utilize the supporting implementation process documents that support this timeline. District understands that the timeline has risk factors particularly with regard to the impact of data not being provided to Illuminate in the timeframe outlined.

(v) Product Enhancements - District understands that the System is a national product that has product development processes that are designed to meet the needs of many districts. District will work with their implementation manager should there be requests for product enhancements. All enhancement requests are reviewed for relevance nationally and are not guaranteed to be implemented. District understands that the System is being purchased "as is" and additional development to meet the unique needs of District is not part of this Agreement.

(vi) IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ILLUMINATE EDUCATION, INC.

Date: _____

By: _____
Lane Rankin, President

YPSILANTI COMMUNITY SCHOOLS

Date: _____

By: _____

Print: _____

Title: _____

EXHIBIT A

DISTRICT SCHOOL LOCATIONS

District Schools

1. ACCE
2. ACTech High School
3. Erickson Elementary
4. Estabrook Elementary
5. Ford Early Learning Center
6. Holmes Elementary
7. Perry Early Learning Center
8. Washtenaw International Middle Academy
9. Ypsilanti Community Schools
10. Ypsilanti Community Middle School
11. Ypsilanti International Elementary School
12. Ypsilanti New Tech High School
13. Ypsilanti STEMM Middle College

EXHIBIT B

REMC PRICING – See www.remcbid.org

Education List Price: DnA

- \$6 per student
- Number of students used for calculating a fiscal year's annual price **is** based on the prior fiscal year's audited Fall count "Total Adjusted K-12 & Special Education FTE" from <https://cepi.state.mi.us/msds/AuditForm.aspx>
- For any given fiscal year of the REMC Pricing, the statewide student count that determines the Volume Discount on the Education List Price tier will be determined **as of** June 30 prior to the next fiscal year and will remain in effect for that fiscal year regardless of changes to statewide student counts during the fiscal year.
- Tier pricing does not apply if the number of students represented in **a** single district contract is under 1,250 students. In that instance, annual pricing is a flat rate of \$5,000 plus \$2.50 per student.
- Volume Discounts apply when statewide student count Tiers are met, and when billing is consolidated and coordinated through 28 or fewer REMC Centers **who** will then in turn handle invoicing participating districts in their region. Billing shall occur **annually** in July/August of each fiscal year.
- Illuminate will transition existing districts into the REMC SAVE Bid pricing, upon expiration of district contracts/price agreements unless directed otherwise by the **District/ISD**.
- Individual districts are encouraged to purchase 3-10 training days the first year and as needed in following years (districts may collaborate with max participants of 30 attendees in any given training day).

Tier	Volume Discount DnA Cost to all MI School Districts (smallest instance is district)
MI Students 300,000	DnA: Number of students in a district's contract multiplied by Education List Price Training: \$2,500 per trainer per day
MI Students 300,001 - 750,000	DnA: 97.5% of number of students in a district's contract multiplied by Education List Price Training: \$1,500 per trainer per day
MI Students 750,001 - Statewide	DnA: 95.0% of number of students in a district's contract multiplied by Education List Price Training: \$1,250 per trainer per day

EXHIBIT C

TASK LIST

<u>Date</u>	<u>Task</u> <i>(Sample list that will be expanded in greater detail for actual district contract)</i>
Scheduled shortly after Contract is signed - held within first 1-4 weeks	Initial implementation meeting
Scheduled shortly after Contract is signed - takes 6-12 weeks.	Date of conversion and imports
Optional - concurrent with data conversion and imports	Sandbox site populated with current data
Concurrent with data conversion and imports	Data conversion and imports to Live site of current data and historical data
System Management training to occur after Data Team signals Implementation Manager that data has been imported and data analysis call is complete.	Organization begins using Software
Dependent on Data import process timeline. Typical is no sooner than 2 weeks after data has been imported.	Training sessions (face to face and Webinar) conducted/coordinated in partnership with District and Illuminate

EXHIBIT D

1. Mutually agreed upon Exceptions,
2. REMC Save Invitation to Bid,
3. Questions and Answers, and
4. the Illuminate DnA Bid Response

The above can be found at <http://tinyurl.com/DnAAgreementExhibitD>

Enclosure #5G
APPROVAL OF PURCHASE OF ACCELERATED READER AND STAR 360
Meeting of 8/22/16
*Presented by **Karla Graessley & Ben Murphy-Smith***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Attached is a quote from Renaissance Learning for Accelerated Reader (AR) and Star 360. Accelerated Reader and Star 360 will be used during reading workshops to support independent and parent work so teachers can work in small guided reading groups. This program will be used to support our MAISA reading workshop. Students will be able to use new iPads to receive individualized instruction digitally. These programs will be used in Third through Fifth Grade classrooms.

Proposed Motion

“ move that the Board of Education approve the purchase of Accelerated Reader and Star 360 from Renaissance Learning for an amount not to exceed \$36,948.”

Budget Impact: ☐ None ☒ As follows

Title I: \$36,947.97

Attachments:

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

Ypsilanti Community Schools - 128369
1885 Packard Rd
Ypsilanti, MI 48197-1846
Contact: Karla Graessley - (734) 714-1200
Email: kgraessley@ycschools.us

Reference ID: 216736
Created: 08/12/2016

Quote Summary	School Count : 5
Product & Services Total	\$37,539.60
Applied Discounts	(\$591.63)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	\$36,947.97

To receive applicable discounts, all orders included on this quote must be received at the same time.

To place an order, please submit your organization's required purchase order with reference to quote number 1629891. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive (s) Robert Bryant at (866)561-1958, Thank You.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

Ypsilanti Community Schools - 128369					
Products & Services		Quantity	Unit Price	Discount	Total
Data Integration Maintenance Fee Level 1 (0-2000 Students)	09/01/2016 - 08/31/2017	1	\$1,250.00	\$0.00	\$1,250.00
STAR Prof Devel - 6 hour Onsite Day		1	\$3,000.00	\$0.00	\$3,000.00
Ypsilanti Community Schools Total				\$0.00	\$4,250.00
Erickson School - 128412					
Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader 360 Subscription Alignment **	07/01/2016 - 08/31/2016	235	\$1.50	\$0.00	\$352.50
Accelerated Reader 360 Subscription Renewal	09/01/2016 - 08/31/2017	235	\$9.35	\$0.00	\$2,197.25
STAR 360 Reactivation Fee		1	\$299.00	\$0.00	\$299.00
STAR 360 Subscription	09/01/2016 - 08/31/2017	300	\$12.15	(\$109.35)	\$3,535.65
STAR 360 Subscription Alignment **	07/01/2016 - 08/31/2016	300	\$1.95	(\$17.55)	\$567.45
RP Hosting Alignment **	07/01/2016 - 08/31/2016	1	\$95.85	\$0.00	\$95.85
Annual All Product RP Hosting Fee Renewal	09/01/2016 - 08/31/2017	1	\$599.00	\$0.00	\$599.00
Erickson School Total				(\$126.90)	\$7,646.70
Estabrook School - 128363					
Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader 360 Subscription	09/01/2016 - 08/31/2017	250	\$9.35	\$0.00	\$2,337.50
Accelerated Reader Reactivation Fee		1	\$299.00	\$0.00	\$299.00
STAR 360 Reactivation Fee		1	\$299.00	\$0.00	\$299.00
STAR 360 Subscription	09/01/2016 - 08/31/2017	325	\$12.15	(\$118.46)	\$3,830.29
Annual All Product RP Hosting Fee Renewal	09/01/2016 - 08/31/2017	1	\$599.00	\$0.00	\$599.00
Estabrook School Total				(\$118.46)	\$7,364.79
Ford Early Learning Center - 128449					
Products & Services		Quantity	Unit Price	Discount	Total
STAR 360 Reactivation Fee		1	\$299.00	\$0.00	\$299.00
STAR 360 Subscription	09/01/2016 - 08/31/2017	350	\$12.15	(\$127.57)	\$4,124.93
Annual All Product RP Hosting Fee Renewal	09/01/2016 - 08/31/2017	1	\$599.00	\$0.00	\$599.00

Ford Early Learning Center Total			(\$127.57)	\$5,022.93	
Holmes Elementary Learning Center - 128410					
Products & Services		Quantity	Unit Price	Discount	Total
Accelerated Reader 360 Subscription	09/01/2016 - 08/31/2017	235	\$9.35	\$0.00	\$2,197.25
Accelerated Reader Reactivation Fee		1	\$299.00	\$0.00	\$299.00
STAR 360 Reactivation Fee		1	\$299.00	\$0.00	\$299.00
STAR 360 Subscription	09/01/2016 - 08/31/2017	250	\$12.15	(\$91.13)	\$2,946.37
Annual All Product RP Hosting Fee Renewal	09/01/2016 - 08/31/2017	1	\$599.00	\$0.00	\$599.00
Holmes Elementary Learning Center Total				(\$91.13)	\$6,340.62
Perry Child Development Center - 128384					
Products & Services		Quantity	Unit Price	Discount	Total
STAR 360 One-Time Fee		1	\$1,599.00	\$0.00	\$1,599.00
STAR 360 Subscription	09/01/2016 - 08/31/2017	350	\$12.15	(\$127.57)	\$4,124.93
Annual All Product RP Hosting Fee	09/01/2016 - 08/31/2017	1	\$599.00	\$0.00	\$599.00
Perry Child Development Center Total				(\$127.57)	\$6,322.93

**This item is pro-rated for less than full year subscription period.

Enclosure #5H
APPROVAL OF PURCHASE OF LEXIA LEARNING
Meeting of 8/22/16
*Presented by **Karla Graessley & Ben Murphy-Smith***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Lexia Learning will be used during reading workshops to support independent and partner work so teachers can work in small guided reading groups. This program will be used to support our MAISA reading workshop. Students will be able to use new iPads to receive individualized instruction digitally. This program will be used in Kindergarten through Second Grade classrooms.

Proposed Motion

“ move that the Board of Education approve the purchase of Lexia Learning web-based software to be used in lower level elementary grades.”

Budget Impact: ☐ None ☒ As follows

Title I: \$28,550

31a At-Risk: \$9,900

Total: \$38,450

Attachments:

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

QUOTE



Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote Number Q-00010992.1
Created Date 8/10/2016

Prepared By Janice Barnes
Email jbarnes@lexialearning.com

Quote To Name Karla Graessley
Quote To Ypsilanti Cmty School District
1885 Packard Rd
Ypsilanti, MI 48197
US

Bill To Name Karla Graessley
Bill To Ypsilanti Cmty School District
1885 Packard Rd
Ypsilanti, MI 48197
US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2016	8/31/2017	2	Lexia Reading Core5 Bundle	\$9,900.00	\$19,800.00
9/1/2016	8/31/2017	250	Lexia Reading Core5 Student Subscription	\$35.00	\$8,750.00

Total Price \$28,550.00

Please fax or email Purchase Orders with quote number Q-00010992.1 to:

Attn: Janice Barnes
Email: jbarnes@lexialearning.com
Fax: (978) 287-0062

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

Term

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to: **(978) 287-0062**, or send by email to your sales representative's email address listed above.

Note: Each Purchase Order must include the correct quote Quote Order Number provided on the applicable quote, and should attach the quote.

Acceptance

All Products and Services are offered subject to the Lexia EULA Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as modified by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between Customer and Rosetta Stone relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



Lexia Overview

Lexia Learning, a division of Rosetta Stone, empowers educators through adaptive assessment and personalized instruction. For more than 30 years, the company has been on the leading edge of research and product development as it relates to student reading skills. With a robust offering that includes solutions for differentiated instruction, personalized learning and assessment, Lexia Learning provides educators with the tools to intensify and accelerate literacy skills development for students of all abilities.

Program Components of Lexia Reading Core5

Student-driven Online Learning

Lexia licenses provide access to two instructional programs: Lexia Reading Core5® and Lexia Strategies™.

Lexia Reading Core5

Designed for students of all ability levels in grades pre-K–5, Lexia Reading Core5 provides student-driven learning online and the resources and data for teacher-led instruction. Aligned to the Common Core and other state standards, Lexia's instructional approach for acceleration and intervention has been proven in seven studies published in independent, scientific publications such as the *Journal of Reading Research*, the *Bilingual Research Journal*, and *Reading Psychology*. The Lexia Reading Core5 program:

- Covers the six areas of reading instruction: phonemic awareness, phonics, fluency, structural analysis, vocabulary, and comprehension
- Provides a structured and sequential approach that begins with oral language and listening comprehension and builds to reading comprehension with over 200 passages balanced between narrative and expository text
- Features an adaptive design with three-steps of instructional branching providing scaffolding, immediate corrective feedback and explicit instruction when needed

Curriculum-embedded, Real-time, "Assessment Without Testing"

- Lexia's Assessment Without Testing technology helps reclaim lost instructional time by providing teachers and administrators ongoing progress monitoring data without a test event
- Predicts performance on independent formative measures (e.g. DIBELS, aimsweb, MAP) and summative assessments (certain state tests)
- Provides individualized student action plans with the prescription of instructional intensity required to meet year-end benchmarks and maximize student performance

Targeted Teacher-Led Instruction

- Lexia's data system easily identifies students for small group instruction and provides targeted, structured lessons to be used for teacher-led instruction.

Research-proven: Studies Published in Independent, Peer-Reviewed Journals Using Experimental-Control Group Design

Enclosure #5I
APPROVAL OF PURCHASE OF
INSURANCE FROM GO CARE FOR DIGITAL PROMISE iPADS
Meeting of 8/22/16
*Presented by **Ben Murphy-Smith***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Attached is a Coverage Quote from Go Care. As part of the Digital Promise grant, school districts are required to develop a plan to manage broken devices to ensure that students are able to keep the technology in their hands and to be used for learning regardless of technical problems. For a district like YCS, purchasing insurance is the most effective means of ensuring the devices remain functional and in the hands of the students.

Proposed Motion

“ move that the Board of Education approve the purchase of insurance from Go Care for Digital Promise iPads for an amount not to exceed \$19,950.”

Budget Impact: ☐ None ☒ As follows

YCMS and WIMA Activity Accounts (insurance accounts) and General Funds.

The district will charge each student a non-refundable insurance fee for usage of the iPads; no deductibles will be charged this year for damaged devices.

Cost: \$19,950

Attachments:

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



Agent Comments

effective coverage amount will be \$530 when contract is written

Coverage Quote

Quote Info	Ypsilanti Community Schools	Account Executive
Quote: 1970215 Generated: 8/5/2016 Expires: 9/4/2016	Ben 1885 Packard Road Ypsilanti, Michigan 48197	Name: Geri Conner Phone: 480-704-3360 Email: gconner@gocare.com

Get the right coverage to fit your needs and budget

BASIC	PREFERRED	ADVANTAGE	GoCare Exclusive! ULTIMATE Includes LOST coverage
Member Benefits:	Member Benefits:	Member Benefits:	Member Benefits:
Unlimited claims Dedicated U.S Support Fast turn-around times Online claim filing & tracking	Unlimited claims Dedicated U.S Support Fast turn-around times Online claim filing & tracking	Unlimited claims Dedicated U.S Support Fast turn-around times Online claim filing & tracking	Unlimited claims Dedicated U.S Support Fast turn-around times Online claim filing & tracking
Low priced, essential coverage	Basic coverage with theft	Covers most types of losses	The ULTIMATE in coverage!
Accidental Damage	Accidental Damage Theft	Accidental Damage Theft Perils (flood, fire, & more) Vandalism Robbery Burglary	Accidental Damage Theft Perils (flood, fire, & more) Vandalism Robbery Burglary Lost

Upgrade any plan
to include warranty coverage!

Mechanical Failures, Electrical Failures,
Material Defects, Power Surge

Underwriter: GoCare is underwritten by Fortegra and its affiliates. Fortegra is subsidiary of Tiptree Financial

Device 1		iPad		iPad Air 2nd Gen 16GB Wifi + 4G Retina 9.7"			
Device Usage		Coverage Amount	Quantity	Plan	Basic	Advantage	Advantage+
Student Issued		\$550	700	Insurance	Accidental Damage	Accidental Damage, Theft, Perils, Burglary, Robbery	Accidental Damage, Theft, Perils, Burglary, Robbery
Device Condition	Protective Cases?	Engraved or Etched?	Group Type				
New	Yes	No	Education	MB (Warranty)	No Warranty	No Warranty	Warranty Included
Optional MB (Warranty)		Deductible		Term	Group Pricing		
1 Year: \$7		\$50		1 Year	\$21.99	\$25.25	\$29.75
1 Year: \$8		\$0		1 Year	\$25.25	\$28.50	\$33.75

Enclosure #5I
APPROVAL OF ANN ARBOR PUBLIC SCHOOLS RENTAL OF YCS FACILITY
Meeting of 8/22/16
*Presented by **Benjamin Edmondson***
*Prepared by **Samantha Gallo***

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

Rationale/Background Information

Dr. Scott Menzel, Washtenaw ISD Superintendent, contacted Dr. Edmondson to ask if YCS would be willing to help Ann Arbor Public Schools open Allen Elementary School, which flooded days ago, at one of our buildings. Allen will be closed for at least a semester of four to six months due to extensive repairs and rebuilding. Dr. Edmondson has suggested West Middle School, which is the only vacant building prepared to host students, and it is more convenient for Ann Arbor students. Ann Arbor is willing to pay rent.

Proposed Motion

“ move that the Board of Education approve Ann Arbor Public Schools rental of West Middle School for Allen Elementary students for a period of at least four to six months.”

Budget Impact: ☒ None ☐ As follows

Attachments:

☐ Enclosed ☐ Issue Study Enclosed ☐ To Be Distributed at Meeting ☒ 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 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.

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

- 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 - \$_____~~

BOARD OF EDUCATION
SCHOOL DISTRICT

BYLAWS
0140/page 10 of 19

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

~~()~~ 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.]

~~()~~ 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;

BOARD OF EDUCATION
SCHOOL DISTRICT

BYLAWS
0170/page 3 of 6

- () 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 #8
REQUEST FOR CLOSED SESSION SECTION 8(d) OMA
Purchase or Lease of Property
Meeting of 8/22/16
Presented by Benjamin Edmondson
Prepared by Samantha Gallo

☐ <i>Discussion</i> ☒ <i>Action – Roll Call</i> ☐ <i>Action – Voice</i> <i>Ayes</i> _____ <i>Nays</i> _____ <i>Two-Thirds Vote Required</i>		Meredith Schindler	Maria Sheler-Edwards	Sharon Lee	Sharon Irvine	Celeste Hawkins	Ellen Champagne	Brenda Meadows
	1 st /2 nd							
	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(d) of the Open Meetings Act, *Purchase or Lease of Property*.

Proposed Motion

" move that the Board of Education convene in closed session under Section 8(d) of the OMA to consider the purchase or lease of property."

Budget Impact: ☒ None ☐ As follows

Attachments:

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

Called to Closed Session at: _____

Reconvene at: _____

Enclosure #10
APPROVAL OF RESOLUTION AUTHORIZING PURCHASE AGREEMENT FOR
2100 ELLSWORTH ROAD PROPERTY (Ardis)

Meeting of 8/22/16
Presented by ***Benjamin Edmondson***
Prepared by ***Samantha Gallo***

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

Rationale/Background Information

Attached is a sale resolution as prepared by Thrun Law for the sale of the Ardis property located at 2100 Ellsworth Road in Ypsilanti Township, 48197. Also enclosed is an Offer to Purchase Real Estate/Attachment "1" and an Addendum to Purchase Agreement "2". The Board of Education considered the purchase or lease of this property at the July 25, 2016 meeting.

Proposed Motion

" move that the Board of Education approve the resolution authorizing the sale of the Ardis property located at 2100 Ellsworth Road. Also, the Board authorizes and directs Dr. Benjamin Edmondson, Superintendent, or his designee, to execute the Purchase Agreement on behalf of the Board of Education and authorizes Dr. Edmondson or designee to seek and execute closing documentation on behalf of the Board of Education and to take any other action to sell the property, subject to review and approval by the District's legal counsel."

Budget Impact: ☐ None ☒ As follows
See Contract Agreement for Details

Attachments:

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

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

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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:

YP#39-3G-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, TEHG 2S9 '1 330 D" EWG 11003' .5308" FET ,5 3T6H. ON F1T3, DTHEG S 1704' 5D0E"G W 5 89'3 410."1 2W F 5T8, 1T.H2 6N F7T4, TDHE GS5 183' 4D0E"G E 1502'5 5.907" EF T2,2 TOH.1 N5 F1T3, DEG 10' 50" W 412.50 FT TO PL OF BEG, BEING PART OF FRENCH CLAIM 690 T3S-R7E 22.82 AC.

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 and pay \$275,000 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.

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) _____

WITNESS:

7/28/2016 | 11:55 AM EDT
Dated: _____

PURCHASER(S):
DocuSigned by:
Paul Manwiller
BF12F8E78F8C4AD...
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:

Dated: _____

SELLER(S):

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

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

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.
- 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 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 Sellers 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.

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. As used in the Purchase Agreement and this Addendum, the term "Seller's knowledge" shall be specifically limited to the personal knowledge of Cathy Secor, the Seller's Director of Business Services. Ms. Secor shall not be personally liable to the Purchaser under the Purchase Agreement and this Addendum.

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. AT CLOSING, PURCHASER WILL CONFIRM IN WRITING THAT IT HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS. EXCEPT FOR THE WARRANTY OF TITLE, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE PROPERTY.

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:

(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) easements, encroachments and other property defects that would be revealed by an ALTA survey of the Property; and

(f) the Seller's right of first refusal to repurchase the Property for the amount of \$1,100,000 if the Purchaser ever desires to sell the Property.

(g) the Property shall automatically revert to the Seller if the Property is ever used for non-public education purposes.

(h) all other rights, restrictions, reservations, easements and other matters of record disclosed in the commitment for title insurance that is provided to the Purchaser.

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 therefor. 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.

(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, their 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, 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 the Seller or the Purchaser.

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

Seller

Witness Date

DocuSigned by:
Paul Manwiller
OF 12P8ET0P8C4A0...

Purchaser
7/28/2016 | 11:55 AM EDT

Enclosure #11
REQUEST FOR CLOSED SESSION SECTION 8(h) OMA
Attorney/Client Privilege
Meeting of 8/22/16
Presented by Benjamin Edmondson
Prepared by Samantha Gallo

☐ <i>Discussion</i> ☒ <i>Action – Roll Call</i> ☐ <i>Action – Voice</i> <i>Ayes</i> _____ <i>Nays</i> _____ <i>Two-Thirds Vote Required</i>		Meredith Schindler	Maria Sheler-Edwards	Sharon Lee	Sharon Irvine	Celeste Hawkins	Ellen Champagne	Brenda Meadows
	1 st /2 nd							
	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: _____