



**Monday, December 12, 2022
REGULAR MEETING**

**YCS Board of Education Meeting | YCS Central Office | 1885 Packard Road | Ypsilanti, MI 48197 |
734.221.1230
6:30 p.m.**

1. CALL TO ORDER & ROLL CALL OF BOARD MEMBERS PRESENT: Dr. Celeste Hawkins, Board President

A. Roll Call of Board of Education Members

2. PLEDGE OF ALLEGIANCE: Dr. Celeste Hawkins, Board President

A. Pledge of Allegiance

3. ACCEPTANCE OF AGENDA

A. Acceptance of Agenda

4. ACHIEVEMENTS, AWARDS & RECOGNITION

A. Ypsilanti Community Middle School Points of Pride

5. PUBLIC COMMENTS #1

A. Guidelines for Public Comment

6. CONSENT AGENDA

A. Consent Agenda

7. ACTION ITEM: Student Affairs

A. Acceptance of Field Trip Request: YCMS and YC2S 8th Grade Overnight Trip to Chicago IL.

8. ACTION ITEM: Business and Finance

A. Acceptance of the Cat Paw School of Grappling at Chapelle Lease

9. ACTION ITEM: Human Resources

A. Approval of Communication and Marketing Coordinator Contract

10. PUBLIC COMMENTS #2

A. Guidelines for Public Comment

11. REQUEST FOR CLOSED SESSION

A. Request for Closed Session: Section 8(a) OMA, Personnel Evaluation of Superintendent

12. RETURN TO OPEN SESSION

A. Reconvene to Open Session

13. ACTION ITEM: Human Resources

A. Adoption of Superintendent's Evaluation

14. STRATEGIC PLANNING/MONITORING/EVALUATING: Mary Kerwin, Facilitator | Senior Consultant, Michigan Association of School Boards (MASB)

A. Board Self Evaluation/Superintendent Progress Monitoring

B. Pre-Organizational Meeting Discussion

15. BOARD/SUPERINTENDENT COMMENTS

A. Board/Superintendent Comments

16. ADJOURNMENT OF MEETING

A. Adjournment of Meeting



Ypsilanti Community Middle School

Points of Pride
December 2022

I. Ann Arbor Community Foundation Grant

YCMS was the recipient of the Ann Arbor Area Community Foundation's grant to increase the number of young Black men in Ypsilanti Community Schools successfully persisting through middle school (grades 6 – 8) and matriculating to attend high school. Through this program, students receive mentoring, academic and behavioral support, and exposure to college and career readiness programming. We partner with Mentor2Youth, Washtenaw's My Brother's Keepers, Washtenaw Community College's Parkridge Center, and Christian Love Fellowship to offer the Young Men of Purpose program to deliver. During Mr. Easley's mentoring group, students hear presentations from local business owners such as Cuppy's Soul Food and Print Giants. The Mentor2Youth staff is in the building every day supporting students and implementing the Young King's Curriculum during Advisory.

II. Ten80

Teams from Ms. McGee's Ten80 8th grade class presented to local businesses in a Shark Tank-like manner for sponsorship of the Remote Control car they are building for an upcoming Regional and National competition. There are 8 teams and each team builds a car including all of the mechanics, and customization for speed and endurance. In October, students participated in their first race at Michigan International Speedway. One student placed in the category of Most Laps. The class is looking forward to becoming a part of the Jr. National Society of Black Engineers (NSBE).

III. Ypsilanti Public Library

Spring 2022 proved to be an exciting time of year for reading at YCMS. During the month of March YCMS was able to reunite with its longtime partner, the Ypsilanti District Library, to celebrate Reading Month! The library outreach coordinator, Mary Garboden, and her team met with 2-3 YCMS classrooms every Monday and Wednesday during advisory to raise their awareness of the library and fan the flames of our love of reading. With a wagon of books in tow each week, the YDL team played "Book Interest Bingo" and passed out YDL swag prizes to encourage students to visit their local branch. This experience, along with several other building-wide initiatives, set the YCMS students' hearts on fire for reading.

IV. Kindness Campaign

Last Spring, we kicked off a Kindness Campaign in our building with the theme "Everyone Belongs". We focused on celebrating our differences, anti-bullying, and choosing kindness. During the Advisory students, participated in lessons that focused on: "Taking Care of Themselves, Others, and Their Community." We used self-care and kindness lessons from our TRAILS curriculum. To culminate the campaign, students completed surveys and received "Kindness Begins with Me" shirts.

V. STEM 101 & Mr. October Foundation

Last year, YCMS began a partnership with Mr. October and STEM 101. Through this partnership, we received hands-on kits from how to take vitals to utilizing various tools for measurement. In addition, we have access to STEM 101's middle grades repository which is a project-based curriculum that is accessible

from any web-enabled device. Students engage in hands-on minds-on activities through which they realize the application and relevance of their STEM education experience. STEM 101's middle grades repository includes career exploratory pathways for agriculture, architecture, aviation, biotechnology, coding, electronics, energy, engineering, design, food science, information technology, manufacturing, medical, sustainability, and transportation. To support further exploration, we received a 3D printer for class projects.

VI. Science of Tomorrow - University of Michigan Natural History Museum Partnership

This year, our science curriculum has been enhanced through our partnership with U of M's Natural History Museum. Each grade level had the opportunity to visit U of M's Natural History Museum to engage in a day of hands-on learning activities. Learning continues throughout the year as professors will visit our science labs to deliver high-quality hands-on instruction that is aligned with our curriculum.

VII. Youth Summit

In the Spring of 2022, 75+ 6th-8th graders (the largest Middle School representation) had the opportunity to attend the "Youth Summit at the Big House". It was a full-day event sponsored by the University of Michigan Office of Health Equity and Inclusion along with over 20 other Michigan Medicine departments. The event introduced our students to various career opportunities that are available in the medical field through hands-on demonstrations, as well as question-and-answer forums with guest speakers of color from various medical professions. We are excited about attending again this year.

REGULAR MEETING (Monday, November 7, 2022)**Members present**

Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Meeting called to order at 6:34 PM

1. CALL TO ORDER & ROLL CALL OF BOARD MEMBERS PRESENT: Dr. Celeste Hawkins, Board President

Action: A. Roll Call of Board of Education Members

2. PLEDGE OF ALLEGIANCE: Dr. Celeste Hawkins, Board President

3. ACCEPTANCE OF AGENDA

Action: A. Acceptance of Amended Agenda

... MOVE THAT the Board of Education accept the amended agenda, as presented.

Motion by Sharon Lee, second by Meredith Schindler.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

4. ACHIEVEMENTS, AWARDS & RECOGNITION

Recognition: A. COGNIA Recognition

It is Time to "Celebrate!"

Recognizing excellence in education

YCS has received the Cognia SYSTEM of DISTINCTION 2022 award for Excellence in Education.

YCS is the only school district in the State of Michigan to receive this award.

What is the Cognia Award?

In 2021, Cognia initiated its Schools and Systems of Distinction award program. Across the world, educators dedicate themselves to maximizing opportunities for learners. The Schools and Systems of Distinction awards recognize schools and systems that truly stand out in their service to learners.

Many members of the Cognia Global Network seek accreditation from Cognia, which is earned as the result of extensive internal preparation and a review by a team of outside educators. Cognia's Performance Standards for accreditation are based on ever-expanding research and understanding of learning, and define high-quality education for today's world. Once an institution is accredited, it engages in similar preparation and review every five years to maintain that designation.

Cognia congratulates the schools and systems for demonstrating excellence in meeting the Cognia Performance Standards during their 2021-2022 accreditation reviews, thus earning the 2022 Schools/Systems of Distinction award. Each of these schools or systems effectively implements high-quality instruction, shows consistent organizational effectiveness, and maintains a commitment to continuous improvement. These institutions demonstrate energetic and sustained commitment to learners.

Michael Nauss, Cognia Senior Director, will be joining us to present the award.

People who spoke or presented:

Michael Nauss - Cognia

Debbie Dingell - State Senate

Rose Bellanca - WCC President

Brandon Tucker -WCC

Lois Richardson - Mayor

Jada Weatherspoon (Representative Peterson's Office)

Ryan Glidersleeve - EMU

Naomi Norman - WISD Superintendent

Recognition: B. Ypsilanti Connected Community School Points of Pride

The YCS Board of Education is excited to share wonderful things that are happening in our schools by reading our school's points of pride. Today's school is Ypsilanti Connected Community School.

[Click here to view the points of pride.](#)

5. PUBLIC COMMENTS #1

Information: A. Guidelines for Public Comment

Public Comment Protocol | Pursuant to Board of Education Policy 0167.3

*The Board recognizes the value of public comment on educational issues and the importance of allowing members of the public to express their view.

*Please limit statements to three (3) minutes duration.

*Participants shall direct all comments to the Board and not to staff or other participants; no person may address or question Board members individually.

*Remarks shall be made in a respectful and professional manner.

Donald Johnson asked a question about contracted paraeducators and what they are getting paid.

6. PRESENTATIONS

Presentation: A. Head Start Training

Erin Bradley, Head Start Director will present an overview of the Head Start structure including the role of the Governing Body, Head Start Program Performance Standards, and the mission and purpose of the Head Start program.

Click [here](#) for the presentation.

Vice President Lee: If we can't get parent participation, are we in jeopardy of losing funds or the program being canceled?

Erin Bradley: Office of Head Start really tries to work with us and not take funding.

Vice President Lee: Maybe parents weren't volunteering because they needed child care. Is anything being done with that?

Erin Bradley: There is a stipend for parents and mileage that is available to them. We kept the meetings virtual this year so parents could stay in the home if they needed to.

Trustee Townsend: Is Head Start income based?

Erin Bradley: Yes. And there are other qualifications that give them at risk points. We have a system that helps us make sure we are serving the most at-risk children all the time.

Trustee Fields: Kudos for involving the parents and giving them the opportunity to get more training/education.

Presentation: B. Talent Management - Class Sizes, Staffing, and Enrollment

YCS Human Resource Director Sue McCarty will present student enrollment and staffing updates to the board. YCS Human Resource Director Sue McCarty will present student enrollment and staffing updates to the board.

Click [here](#) to view the presentation.

Dr. Hawkins: How are we handling the compliance issue with so many vacancies in the social worker area?

Sue McCarty: We are working with Ruth Jordan to get compensatory services taken care of. We are really striving to hire social workers. We have hired one. If we need to make up compensatory services we will have to do them in the summer.

Trustee Gainsley: Are we using our university partnerships to get December graduates?

Sue McCarty: We have that set up. U of M and EMU send us a list of names and we send congratulations/informational letters out to the graduates. We get responses from that.

Trustee Townsend: Data on people leaving, how it's collected and how we can use it to improve.

Sue McCarty: She does an exit interview. Updated to a Google survey to capture the information. Right now people are leaving for financial reasons. The UKG does the whole thing with the confidential survey. Battelle is looking at our system to find what we can work on, to audit our HR. They said about 6 weeks to get us the results. We are going to Dearborn on November 9th and 10th for a conference on teacher retention redesign. Battelle will give us all information.

Dr. Hawkins: Do either of these systems have the ability to do a satisfaction survey throughout the year or do we already have that?

Sue McCarty: We don't. We are working on a stay interview.

7. CONSENT AGENDA

Action (Consent), Minutes, Report: A. Consent Agenda

Resolution: ... MOVE THAT the Board of Education approve the: 1) October 10, 2022, Regular Board Meeting Minutes 2) Personnel matters as per the presented list dated 10/26/22; New Hires, Resignations, and Retirements.

Seeking Board approval of the presented meeting minutes and personnel matters; see attachments below.

... MOVE THAT the Board of Education approve the:

1) October 10, 2022, Regular Board Meeting [Minutes](#)

2) Personnel matters as per the presented list dated 10/26/22; New Hires, Resignations, and Retirements.

Motion by Gillian Ream Gainsley, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

8. REQUEST FOR CLOSED SESSION

Action: A. Request for Closed Session- Pursuant to Sections 8(f) of the Open Meetings Act to review and consider the content of an application for employment

The Board of Education will be going into closed session pursuant to Section 8(f) of the Open Meetings Act to review and consider the content of an application for employment.

... MOVE THAT the Board of Education go into closed session pursuant to Section 8(f) of the Open Meetings Act to review and consider the content of an application for employment.

Motion by Maria Goodrich, second by Gillian Ream Gainsley.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend
Board of Education went into closed session at 7:50 p.m.

9. RETURN TO OPEN SESSION

Procedural: A. Reconvene to Open Session

The Board of Education will return to Open Session.

Board of Education returned into open session at 8:27 p.m.

10. ACTION ITEM: Human Resources

Action: A. Potential New Hire: Approval of Employment

The Board will consider the request and determine the employment opportunity.
... MOVE THAT the Board of Education approve the district's employment request.

Motion by Meredith Schindler, second by Maria Goodrich.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: B. Consideration of Revision to Superintendent Contract

The Board personnel subcommittee met to review the proposed superintendent's contract revisions and is recommending that this come before the full board for review and consideration.

...MOVE THAT the Board of Education approve the revisions to the superintendent contract.

Motion by Meredith Schindler, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

11. ACTION ITEMS: Business and Finance

Action, Recognition: A. Great Start Readiness Program (GSRP) Contract for 2022-2023

This grant was awarded to support the operation of Great Start Readiness Programs (GSRP) serving eligible four-year old children with high-quality preschool services within the Washtenaw Intermediate School District.
Click [here](#) to view the contract.

...MOVE THAT the Board of Education accept the Great Start Readiness Program contract for 2022-2023.

Motion by Jeanice Townsend, second by Meredith Schindler.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: B. Adoption of Summer Tax Resolution, 2023 Tax Year

Ypsilanti Community Schools currently has a summer tax levy of 100%. It is recommended that we continue with this authorization for the 2023 tax year. The following Summer Tax Resolution supports the ongoing resolution, imposing a 100% summer tax levy. This is a standard resolution that is approved annually in order to collect taxes during the summer. A copy of the adopted resolution must be filed with each city and township within the YCS boundaries on or before December 31, 2022.
Click [here](#) to view the resolution.

.... MOVE THAT the Board of Education adopt the Summer Tax Resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service.

Motion by Yvonne Fields, second by Gillian Ream Gainsley.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: C. Acceptance of the Explorer Club at Chapelle Leases

The Explorer Club at Chapelle would like to become a tenant at Chapelle and lease two rooms. Many youth and young adults are nervous to join their peers in athletic or sporting venues due to their own perception of self-image, weight, strength, or ability. Explorer Club Fitness is a place where kids can come to learn, grow, and build self-esteem in a semi-private and fun environment.
Click [here](#) to view Rm 126 lease.
Click [here](#) to view Rm 128 lease.

...MOVE THAT the Board of Education accept the Explorer Club at Chapelle Leases.

Motion by Yvonne Fields, second by Meredith Schindler.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action, Recognition: D. Acceptance of the Our House Lease

Our House is an existing tenant that would like to expand their footprint at Chapelle by adding Room 118 to their leased space. The mission of Our House, a Washtenaw County nonprofit, is to help young people (age 14-25) successfully transition from foster care to adulthood. Our vision is that they become successful, self-sufficient and can live independently with confidence.

Click [here](#) to view the lease.

...MOVE THAT the Board of Education accept the Our House Lease.

Motion by Meredith Schindler, second by Maria Goodrich.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich, Jeanice Townsend

12. PUBLIC COMMENTS #2

Information: A. Guidelines for Public Comment

Public Comment Protocol | Pursuant to Board of Education Policy 0167.3

*The Board recognizes the value of public comment on educational issues and the importance of allowing members of the public to express their view.

*Please limit statements to three (3) minutes duration.

*Participants shall direct all comments to the Board and not to staff or other participants; no person may address or question Board members individually.

*Remarks shall be made in a respectful and professional manner.

No public comments.

13. BOARD/SUPERINTENDENT COMMENTS

Trustee Goodrich: Community Relations Subcommittee - was part of the latest round of interviews for the Marketing and Communications Director and wanted to thank the talent management team. Thank you for the professional development support from the district so we could go to MASB Annual Leadership Conference.

Vice President Lee: Attended the Head Start Meeting on October 21 and November 4. Next Meeting will be in December.

Trustee Schindler: Congratulations to the district, superintendent, and everyone involved in the Cogina award. It is joyful to be part of it and to watch.

Trustee Fields: Really enjoyed the MASB conference a couple weeks ago. Want to put on the table YCS being a part of United Way. They said they have reached out and not gotten any kind of response.

Trustee Gainsley: YCS Foundation had a Meet and Greet at the Ypsi Halloween event and Trustee Townsend and Trustee Goodrich joined her. They had about 150 people come through to learn more about the foundation. Mini-grants applications closed this week. We are continuing to fundraise for those mini-grants. Went to the POA meeting @ Ford (the first they have had in a while). They heard from quite a few parents, had a great turnout. Her big professional learning takeaway from the MASB Leadership Conference was Kalamazoo County is doing some cool things in career and technical education.

Trustee Townsend: Thank the district for the opportunity to attend the MASB Leadership Conference. She is going to attend the Middle school football team banquet this Thursday and ACCE's Thanksgiving Event on the Tuesday before Thanksgiving.

Vice President Lee: Asked Trustee Fields to elaborate on the United Way comment.

Trustee Fields: United Way used to get contributions from the employees but that stopped a few years ago. We have a joint movie on Friday with WCC and other partners and I think it is really nice for them to put something like this together for the students.

Dr. Hawkins: The middle school put on a play at the end of October. Pretty Brown Girl materials have all come in and they are going to start in Estabrook, Holmes, and YCMS in the next couple of months. Cognia recognition is a proactive way to talk about our district. These three people have run a stellar campaign and tomorrow is the day. I wish the incumbents well and lots of rest.

Dr. Zachery-Ross: Cognia is everyone, we are a team. The whole community should be proud. The district is getting 10 electric buses. Thank you everyone for help getting these buses. Thank you to everyone who wants to be on the board, especially the three that are on the ballot for tomorrow. We have PDs throughout the district tomorrow, high-level PDs. Holidays are coming up in November. The RCTC took part in the SkillsUSA fall leadership conference. They took part in the American Culinary Federation and all three of them earned a silver award with two of them competing against college students because there were no high school divisions. Chef Gaertner also earned a silver award in his professional-level competition. They are making sides and baked goods for the Thanksgiving holiday and taking orders - ordered must be placed by November 16th and picked up on November 22nd. Let's support our students. RCTC also did auto detailing. Our students are amazing.

Dr. Hawkins: Thank you to Trustee Gainsley for mentioning the website updates that we need to make to our calendar. Everyone have a wonderful Thanksgiving holiday.

14. ADJOURNMENT OF MEETING

Meeting adjourned at 9:12 p.m.

| Name | Location | Position |
|--------------------|---------------|----------------------------|
| New Hire | | |
| | | |
| Davis, Leslie | District | Marketing & Communications |
| Alonzo, Antrunika | Middle School | 31a Social Worker |
| Powell, Lynwood | ACCE | Behavior Interventionist |
| Riggs, Amanda | Erickson | 31a Social Worker |
| | | |
| | | |
| | | |
| | | |
| Resigned | | |
| | | |
| Alls, Chanita | Ford | Building Secretary |
| Borntrager, Aliyah | High School | Teacher |
| Durance, Jessica | Erickson | Teacher |
| Fisher, Sean | District | Human Resources Coor |
| Jackson, Brianna | High School | Building Secretary |
| Register, Ann | High School | Teacher |
| Roza, Theresa | District | Spec Ed Secretary |
| Safieddine, Kari | Middle School | Teacher |
| Stovall, Justin | Holmes/Ford | Media Spec |
| Walker, Kallista | Erickson | Paraprofessional |
| Wells, Justus | Ford | Building Secretary |
| | | |
| | | |
| | 12/5/2022 | |
| | | |

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

Type of Trip: Chicago, Illinois

School/Class: 8th Grade: YCMS/ YC2

Proposed Departure Date: Wednesday, May 31, 2023 **Return Date:** Friday, June 2, 2023

Proposer: Patricia Stevenson-McGee

Position: Instructional Coach/ Teacher

Date by which response is needed: ASAP

Proposal Date: November 25, 2023

A. Purpose

1. What is the major place to be visited or event to be attended?

- Chicago, Illinois
- [Proposed Itinerary](#)

2. How is the trip related to the educational program of the District?

- Hands-on interaction with history, science & landmarks.
 - Field Museum of Natural History
 - Museum of Science & Industry
 - Willis Tower
 - Shedd Aquarium
 - Navy Pier
 - Adler Planetarium
 - [Trip preview video](#)

3. In what ways will the student benefit?

- Immersion of students in history and science.
- [Chicago Field Journal](#)
- [Opportunity to earn a high school credit.](#)
- Communication skills
- Increasing & expanding prior knowledge to students

4. In what ways will the district benefit?

- Increase student engagement.
- Encourage students to remain with YCS.
- Create student leaders.

5. How will the trip be evaluated to determine the extent to which these benefits were realized?

- Re-enrollment of students coming back to YCS in 2023-2024.
- Student, Parent, & Teacher Survey
- The number of students receiving high school credit.

B. Students and Staff

1. Which students,(grade, class, or organization) will be going?
 - 40 students per bus (the minimum)- 8th graders who sign up to go from YCMS & YC2S.
 - Must have good citizenship 2nd Semester.
2. How many students in total?
 - 1:15 ratio
 - 3 chaperones per 40
3. How many students are currently experiencing academic problems?
4. Which staff member will be in charge?
 - Patricia Stevenson-McGee
 - Instructional Coach/8th grade STEM Teacher
 - pstevensonmcgee3@ycschools.us
5. What previous experience has the staff had in conducting overnight or extended field trips?
 - Ms. Stevenson-McGee has organized several grade level trips (many over 100 students).
6. What other staff members will be going?
 - Kier Ingraham, Principal YC2S
 - Other YCMS/YC2 staff
7. How many chaperones, in addition to staff members, will be going?
 - N/A
8. What are their names and affiliations with the students?
 - N/A
9. How many school days will be missed?
 - Three (3)
10. How will teachers be advised in advance that the students will be out of school?
 - Shared student roster.

C. School Work

1. How will missed work be made up?
 - By completing the HS credit requirements upon returning to school.
2. What special assistance will be provided to students with academic problems?
 - Tutoring sessions upon request.

D. Itinerary

1. What is the destination?
 - Chicago, Illinois
2. What will be the mode of transportation? What liability insurance does the carrier have?
 - Charter Bus
 - Insured through World Stride
3. Where will the group be housed and fed?
 - Hotel & various restaurants- see itinerary.
4. What enroute or supplementary activities are planned?
 - Review good citizenship requirements.
 - Assignment completion

- Review hotel/trip etiquette
5. What arrangements have been made for dealing with emergency situations?
 - Students carry cell phones, parent's phone numbers on contact sheet; emergency cards and medication carried by teachers.
 6. If tour guides are involved, what liability insurance do they carry?
 - WorldStrides liability insurance is the largest in the industry at \$50 million. This insurance coverage extends to cover certain individuals acting on behalf of WorldStrides as tour directors, program leaders, chaperones, and volunteer speakers. Your school can be named as additionally insured, if desired.

E. Finances

1. What is the estimated total cost and cost per student?
 - \$769 per student
 - \$49 deposit requirement
2. What is the source of funds?
 - Students pay.
 - Fundraisers.
 - Some financial aid.
3. How will the funds be collected and safeguarded?
 - Daily deposits of any cash and direct deposits by credit/debit cards.
 - Pay directly to student accounts via the World Stride pay system.
4. How will any shortfall be made up or excess funds be used?
 - Excess will be used for trip gear.
 - Shortfall will be made up by private donations and/or sponsors.
5. What provision has been made for students who are financially unable to pay any necessary costs?
 - Financial aid application and fundraiser activities

F. Communications

1. How will you communicate to parents prior to, during, and after the trip?
 - Remind group for the students' families.
 - Monthly trip meetings to prepare and plan.
 - Debrief meetings to ensure support for HS credit.
2. List telephone numbers at destination and where the group will be housed.
 - TBA
3. What information will be provided to the media and the community?

Attach Field trip request form to front of this form.

Expense Escalation Lease, Multitenant Building

This Lease is made between Landlord and Tenant, who agree as follows:

1. **Basic Definitions.** The following defined terms will be used throughout this Lease:

- a. Lease Date means 12/1/22.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice Address is 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means Cat Paw School of Grappling- Alec Wysocki
- e. Tenant Notice Address is catpawsog@icloud.com 734-890-8691
- f. Premises means Room 122 at Chapelle Business Center, attached as Exhibit 1.
- g. Building means Chapelle Business Center, located at 111 S. Wallace, Ypsilanti MI 48197
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means approximately rentable square feet, which does not include an allocated percentage of the common areas.
- j. Term means 7 month Lease Year(s).
- k. Lease Year means the period beginning on 12/1/2022, and ending on 6/30/23.
- l. Commencement Date means 12/1/22.
- m. Expiration Date means 6/30/23.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$6872.
- p. Monthly Installment of Base Rent means \$573. Monthly installment of calculated utilities = \$156 per month. Total rent plus utilities per month is \$729.

q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Exhibit 1, including the following:

q1. Maintenance Expenses (e.g. HVAC units, doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, and required fire and other inspections.)

q2. Utilities (3.9% of the average of electric, gas, sewer and water costs, i.e. \$1863 annually or \$156 monthly).

q3. Replacement of the roof, boiler and chiller will be Landlord's responsibility. Additionally, if a leak causes the need for any other repairs to the building, Landlord will assume the expense of repair. Landlord's liability will not extend to Tenant's contents, which should be separately insured by Tenant. The parking lot will be repaired at Landlord's discretion and will be Landlord's sole responsibility.

and all other charges that may become due under the terms of this Lease.

r. Proportionate Share means 3.9%.

s. Base Year means 12/1/2022- 6/30/23.

t. Operating Expenses means all expenses of every kind paid or incurred by Landlord in connection with the Property. Unless stated otherwise in this agreement.

u. Security Deposit means \$0.

v. Designated Use means An interdisciplinary approach to non-striking combat sports and martial arts, Cat Paw School of Grappling teaches newcomers, intermediate, and advanced students of grappling how to best combine the various styles to best suit their individual goals.

w. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.

2. **Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date. If Landlord fails to deliver possession tenant may terminate the lease.

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant.

3. **Term.** The Term means 1 Lease Year. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.
4. **Annual Base Rent.** Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Rent that is not received within **30** days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.
5. **Maintenance Expenses.** Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. **3.9%** of maintenance expenses for HVAC equipment that services the Premises and 100% of maintenance expenses for repairs to the Premises. Cost for repairs will be due net 30 days after invoice. HVAC equipment does not include boiler or chiller replacement, but would include maintenance to those systems.
6. **Liens.** Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Landlord and Tenant will negotiate and define any substantial structural alterations prior to undertaking such changes. Any alterations to the Premises must comply with the Americans with Disabilities Act of 1990.

Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within 60 days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on a demand from Landlord.

7. **Hours of Occupancy.** Tenant shall be entitled to occupy the Premises between the hours of **5 A.M.** and **10 P.M.**, **Monday**[day of week] through **Sunday**[day of week]. In the event Tenant wishes to occupy the Premises at other times, it shall notify Landlord in writing of its requested additional occupancy, setting forth the requested date(s) and inclusive times, no less than five (5) business days before the proposed occupancy. Tenant agrees to reimburse Landlord in full for Landlord's actual

incremental custodial and other costs associated with making the Premises available to Tenant during such additional occupancy periods.

8. **Services.** Landlord will furnish heat and air-conditioning during normal business hours (**6:00 a.m. to 8:00p.m.**, Monday through Sunday); electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Tenant's leased area should be kept clean by tenant.

No sign may be erected by Tenant on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws and ordinances, and must be approved by Landlord. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this paragraph in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Premises or the maintenance thereof. Any service the Landlord is required to furnish may be furnished by Landlord's managing agent or by one or more independent contractors.

Landlord is not liable for interruption in Utilities caused by riots, strikes, labor disputes, wars, terrorist acts, accidents, or any other cause beyond the control of Landlord. Landlord may interrupt Utilities to make repairs or improvements. Interruption in Utilities does not constitute an act of eviction; nor does any interruption in Utilities release Tenant from any obligation under this Lease, including the payment of Rent.

9. **Holding Over.** If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be one-hundred twenty-five percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Tenant holds over after the expiration of the Term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any sale, lease, or refinancing of the Premises; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

10. **Quiet Enjoyment.** Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Landlord shall have the right from time to time, upon 24 hours prior notice to Tenant, to inspect the Premises to confirm Tenant's compliance with this Lease. Landlord's inspection shall in no way disrupt or interfere with Tenant's school operation. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.
11. **Use of the Premises.** The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its reasonable discretion.
12. **Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.
13. **Limitations on Landlord's liability.** The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Premises or any part of the structures or improvements on the Premises for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems, if any, in the Premises or structures containing the Premises, or for any damage or loss of property within the Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Premises or result in an abatement of rents.

If Landlord fails to perform this Lease and as a result Tenant recovers a money judgment against Landlord, the judgment will be satisfied out of the execution and sale of Landlord's interest in the Property or by garnishment against the rents or other income from the Property. Landlord is not liable for any deficiency. This section constitutes Tenant's sole and exclusive remedy for breach.

Conditioned solely on the sale of the Property, Tenant agrees to the following release in favor of its then former landlord. Effective on the first anniversary of the date on which Tenant is given notice of the sale, Tenant releases its former landlord from all claims except those expressly preserved in this section. This release is intended to be broadly construed for the benefit of the former landlord and includes (a) all claims regarding the performance of this Lease; (b) all claims for bodily injury or property damage relating to the Premises; and (c) all claims in any other way relating to the Lease, the Premises, or the landlord-tenant relationship. However, this release does not extend to any claim filed in a court of appropriate jurisdiction within one year of the date of sale or to any claim for bodily injury or property damage resulting from the former landlord's gross negligence or intentional misconduct.

14. **Insurance.** Tenant, at Tenant's sole expense, agrees to maintain in force, with a company or companies acceptable to Landlord, during the term of this Lease: (a) Commercial General Liability Insurance on a primary basis covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provision in this Lease. Such insurance shall, at a minimum, be maintained in an amount of \$1,000,000.00 per occurrence and an additional \$3,000,000.00 in umbrella coverage for the above claims; (b) Workers' Compensation and Employers' Liability Insurance for an amount of not less than \$500,000.00, both in accordance with the State of Michigan; and (c) In the event a motor vehicle is to be used by Tenant in connection with its business operation from the Premises, Comprehensive Automobile Liability Insurance coverage with limits of not less than \$1,000,000.00 combined single limit coverage against bodily injury and liability arising out of the use by or on behalf of Tenant, its agents and employees in connection with this Lease, of any owned, non-owned or hired motor vehicles.

Each Policy referred to above shall satisfy the following requirements. Each policy shall (i) name Landlord as an additional insured (except Workers' Compensation and Employers' Liability Insurance), (ii) be issued by one or more reasonable insurance companies licensed to do business in the State of Michigan reasonably satisfactory to Landlord, (iii) where applicable, provide for deductible amounts satisfactory to Landlord, (iv) shall provide that such insurance may not be cancelled or amended without 30 days' prior written notice to Landlord, and (v) shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Tenant shall deliver to Landlord certificates of insurance and at Landlord's request, copies of all policies and renewals thereof to be maintained by Tenant hereunder, not less than 10 days prior to the commencement of this Lease and not less than 10 days prior to the expiration date of each policy.

15. **Fire or Other Casualty.** Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 30 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 30 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty.
16. **Assignment and Subletting.** Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.
17. **Subordination and Estoppel Certificates.** At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

In the event of foreclosure or any conveyance by deed in lieu of foreclosure, Tenant must attorn to Landlord's successor in interest, provided that the successor agrees in writing to recognize Tenant's rights under this Lease. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to Landlord's successor in interest, attorning to the successor in interest and recognizing it as Landlord under this Lease.

Within 30 days after a demand by Landlord, Tenant must execute and deliver to Landlord an estoppel certificate, in a form acceptable to Landlord, certifying

- a. the Commencement Date;
- b. the Expiration Date;

- c. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications;
- d. that the Lease is not in default, or a list of any defaults;
- e. that Tenant does not claim any rights of setoff, or a list of rights of setoff;
- f. the amount of Rent due as of the date of the certificate, or the date to which the Rent has been paid in advance;
- g. the amount of any Security Deposit; and
- h. other matters reasonably requested by Landlord.

Landlord and any prospective purchaser of the Premises may rely on this certificate. It is within the contemplation of the parties that Tenant's failure to provide the estoppel certificate could result in the loss of a prospective sale or loan and that Tenant is liable for all damages resulting from such a loss.

18. **Security Deposit.** Within 1 day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Tenant, without interest, within 30 days after Tenant's surrender of the Premises in accord with this Lease.
19. **Remedies.** If any Rent payable by Tenant to Landlord remains unpaid for more than 5 days after the date when rent is due, or if Tenant violates or defaults in the performance of any of its non-monetary obligations in this Lease and the non-monetary violation or default continues for a period of 10 days after written notice (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a default for which this Lease specifies there is no cure or grace period), then Landlord may (but will not be required to) declare this Lease forfeited and the term ended, or re-enter the Premises, or may

exercise all other remedies available under Michigan law. Landlord will not be liable for damages to any persons or property by reason of any legitimate re-entry or forfeiture, and Landlord will be aided and assisted by Tenant, its agents, representatives and employees. Tenant, by the execution of this Lease, waives notice of re-entry by Landlord. In the event of re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the Rent provided herein will not be relinquished or extinguished for the balance of the term, and any Rent prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the Rent, and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by involving Landlord to enforce the provisions of, or the collection of the Rent due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code.

If Tenant is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under Federal or State law, applies for or consents to the appointment of a receiver for all or substantially all of its assets, makes a general assignment for the benefit of its creditors, fails generally to pay its debts or does anything which, under the applicable provisions of the Federal Bankruptcy Code would permit a petition to be filed by or against Tenant, then Tenant shall be in default under this Lease and to the extent from time to time permitted by applicable law, including but not limited to the Federal Bankruptcy Code, Landlord shall be entitled to exercise all remedies set forth in the preceding paragraph. In a reorganization under Chapter 11 of the Federal Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within 60 days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease. Tenant acknowledges that its selection to be a tenant of the Building was premised in material part on Landlord's determination of Tenant's creditworthiness and ability to perform the economic terms of this Lease, and Landlord's further determination that Tenant and the character of its occupancy and use of the Premises would be compatible with the nature of the Building and other tenants thereof. Therefore, if Tenant, as debtor, or its trustee elects to assume or assign this Lease, in addition to complying with all other requirements for assumption or assignment under the Federal Bankruptcy Code, then Tenant, as debtor, or its trustee or assignee, as the case may be, must also provide adequate assurance of future performance, including but not limited to a deposit, the amount of which shall be reasonably determined based on the duration of time remaining in the term, the physical condition of the Premises at the time the proceeding was filed, and such damages as may be reasonably anticipated after reinstatement of the Lease, taking into account rental market conditions at the time of the reinstatement. In the event of an assignment, Landlord must be reasonable assured that the financial condition of the assignee is sound, and that its use of the Premises will be compatible with the Building and its other tenants.

In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-lease the Premises or any portion(s) thereof for a term or terms and at a rent which

may be less than or exceed the balance of the term of and the Rent reserved under this Lease. In such event Tenant shall pay to Landlord as liquidated damages for Tenant's default any deficiency between the total Rent reserved and the net amount, if any, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease. In computing such liquidated damages, there will be added to the deficiency any expenses for which Landlord may incur in connection with re-leasing the Premises, such as legal expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the day rent is due and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total Rent reserved hereunder and the fair and reasonable rental of the Premises.

Whether or not forfeiture has been declared, Landlord will not be responsible in any way for failure to release the Premises or, in the event that the Premises are re-leased, for failure to collect the rent under such re-leasing. The failure of Landlord to re-lease all or any part of the Premises will not release or affect Tenant's Liability for Rent or damages.

20. **Condition on Expiration.** On Expiration, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant will surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant.
21. **Communications.** All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing or emailed to tenant. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail

are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

22. **Construction and Interpretation.** This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arm's length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Beach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

23. **Arbitration.** Except for any claim arising out of or relating to Tenant's default in the payment of rent, Landlord and Tenant agree to submit any and all other claims, controversies and disputes between Tenant and Landlord arising out of or relating to the Premises, this Lease, or Tenant's and Landlord's performances due hereunder, to arbitration pursuant to the Michigan Uniform Arbitration Act ("UAA"), MCL 691.1681 *et seq.* Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

24. **Waiver of Jury Trial.** As a material inducement to Landlord to enter into this Lease, except for claims required to be settled by arbitration pursuant to this Lease, Tenant hereby waives its right to a trial by jury of any claims arising out of or relating to its obligations under this Lease or its occupancy of the Premises. Tenant acknowledges that it has read and understood the foregoing provision.

25. **Authorized and binding.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

LANDLORD

By _____

Its _____

Dated: _____

TENANT

By _____

Its _____

Dated: _____