



**Monday, December 3, 2018  
6:30 p.m. – Regular Meeting**

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

**AGENDA**

**I. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE:** *Perry ELC Students – Lindsey Segrist, Principal*  
**ACHIEVEMENTS, AWARDS AND RECOGNITION**

**II. ACCEPTANCE OF AGENDA**

**III. PRESENTATIONS:** *None*

**IV. PUBLIC COMMENTS #1**

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

- A. November 12, 2018 Regular Meeting Minutes
- B. November 14, 2018 Special Meeting Minutes
- C. November 14, 2018 Closed Session Meeting Minutes
- D. New Hires & Resignations

**VI. ACTION ITEMS**

**A. ~~Student Affairs~~**

- i. CTE/RCTC Grants & Donation (Enc. #6A.i)
- ii. Field Trip, *2019/20 K-12 YCS Art Department* (Enc. #6A.ii)
- iii. Field Trip, *YCHS Science Club* (Enc. #6A.iii)

**B. ~~Business/Finance~~**

- i. **RESOLUTION:** Lease Purchase/Facility Energy Conservation (Enc. #6B.i)
- ii. Fund Balance Un-commitment (Enc. #6B.ii)
- iii. Athletics, *Transportation Costs* (Enc. #6B.iii)
- iv. Lease: *Camp Zip* (Enc. #6B.iv)
- v. Lease: *Ypsilanti Preschool Cooperative* (Enc. #6B.v)

**C. ~~Human Resources~~**

- i. Athletics, Coaching Salary Scale (Enc. #6C.i)

**VII. PUBLIC COMMENTS #2**

**VIII. OTHER**

**IX. BOARD/SUPERINTENDENT COMMENTS**

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

**XI. RECONVENE TO OPEN SESSION**

**XII. ADJOURNMENT**

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

**Enclosure #5**  
**APPROVAL OF CONSENT AGENDA**  
**Meeting of 12/3/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

a. Consent Agenda

1. November 12, 2018 Regular Meeting Minutes
2. November 14, 2018 Special Meeting Minutes
3. November 14, 2018 Closed Session Meeting Minutes
4. New Hires
5. Resignations

**Proposed Motion:**

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

- 1) November 12, 2018 regular meeting minutes;*
- 2) November 14, 2018 special meeting minutes;*
- 3) November 14, 2018 closed session meeting minutes, and;*
- 4) the personnel matters as per the attached list dated November 28, 2018:  
New Hires and Resignations.”*

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

Human Resources List: All are Replacements

**Attachments:**

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

Closed Session Minutes

## **YPSILANTI COMMUNITY SCHOOLS**

*Administration Building, Professional Development Room \* 1885 Packard Rd.; Ypsilanti, MI 48197*

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

**Monday, November 12, 2018**

The meeting was called to order by President Sharon Irvine at 6:31 p.m. The Pledge of Allegiance was recited, led by an Achieving College and Career Education (ACCE) student and Principal Jonathan Royce.

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

President Sharon Irvine, Secretary Maria Sheler-Edwards, Vice-President Dr. Celeste Hawkins, Trustee Brenda Meadows, Trustee Ellen Champagne, Trustee Sharon Lee

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

Treasurer Meredith Schindler

#### **ACHIEVEMENTS, AWARDS AND RECOGNITION**

ACCE Points of Pride included: 1) Resilience and perseverance of students and staff; 2) progress on a peer mediation program; 3) ACCE Virtual Academy enrollment is up 120%; **two students earned a high school diploma this past week**; 4) community partners Don Horning of M Den and a local UAW will supply holiday food to be shared with ACCE community members in need, and the Ypsilanti community; 5) climate of professionalism; 6) improved academic achievement and reduced physical altercations, and; 7) student opinion reflects they are provided a quality education and they value relationships with teachers.

Yes! YCS Campaign: Superintendent Alena Zachery-Ross acknowledged volunteers who supported the November 2018 Sinking Fund as members of the Yes! YCS Campaign. Their work paved the way for a successful Sinking Fund campaign and vote.

**BOARD MEMBER OATH OF OFFICE:** Honorable J. Cedric Simpson, Judge of the Washtenaw 14A District Court administered the School Board Member Constitutional Oath of Office to our newly reelected/elected Board of Education trustees. November 2018 reelected Board members Ellen Champagne and Dr. Celeste Hawkins and elected Gillian Ream Gainsley took the Oath.

#### **ACCEPTANCE OF AGENDA:** Accepted as Presented

*Motion by Lee, supported by Hawkins*

*Action Recorded: 6/Yes; 0/No*

#### **PRESENTATIONS**

2017/18 Annual Financial Audit: Tracey Kasperek, Senior Manager/Rehmann Robson LLC gave an overview of financial statements and audit results, and, guided the Board through pertinent pages of the Financial Statements and Single Audit Act Compliance booklet for the year ended June 30, 2018. The District fund balance as of June 30, 2018 was \$6,556,770, as listed on page 23 of the audit: Actual/Fund Balance, End of Year. This audit report is available on our website:

[www.ycschools.us/downloads/transparency\\_reporting/ypsilanti\\_schools\\_-\\_budget2018.pdf](http://www.ycschools.us/downloads/transparency_reporting/ypsilanti_schools_-_budget2018.pdf)

Achieving College and Career Education Middle School (ACCE MS) 2018/19 Pilot Program Update: Jonathan Royce, ACCE Principal and Seth Petty, Ypsilanti Community Middle School (YCMS) Principal presented a PowerPoint update. Presentation included: 1) student profile (exit from YCMS - entry into ACCE MS, and, exit from ACCE MS - reentry to YCMS [criteria to successfully exit ACCE]); 2) collaboration between YCMS and ACCE MS; 3) academic supports; 4) daily instructional planning; 5) achievement data; 6) criteria for success at ACCE MS; 7) student behavior, and; 8) timeline for ACCE MS pilot program.

MHSAA Student Behavior: Lawrence Reeves, Athletic Director & Ypsilanti Community High School Assistant Principal provided an overview of the Michigan High School Athletic Association (MHSAA) student behavior report.

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

Charlotte Tillerson commented on looking forward to working with the newly-elected Board.

#### **CONSENT AGENDA**

MOTION TO approve the following: 1) October 22, 2018 regular meeting minutes; 2) October 22, 2018 closed session meeting minutes, and; 3) the personnel matters as per the attached list dated November 7, 2018: Resignations.

*Motion by Hawkins, supported by Meadows*

*Action Recorded: 6/Yes; 0/No*

#### **ACTION ITEMS, Student Affairs**

##### **WCC Postsecondary Enrollment Agreement**

MOTION TO approve the 2018/19 Postsecondary Enrollment Agreement with Washtenaw Community College, with an expiration date of June 30, 2019.

*Motion by Meadows, supported by Champagne*

*Roll Call Vote: 6/0 Yes*

*Yes: Hawkins, Meadows, Champagne, Lee, Sheler-Edwards, Irvine*

##### **Donation: Ypsilanti Community High School, Toyota Research & Development - Donor**

MOTION TO accept a Ypsilanti Community High School donation of 'gym equipment' from Toyota Research & Development.

*Motion by Sheler-Edwards, supported by Hawkins*

*Action Recorded: 6/Yes; 0/No*

#### **ACTION ITEMS, Business/Finance**

##### **RESOLUTION: Summer Tax**

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

*Motion by Sheler-Edwards, supported by Hawkins*

*Roll Call Vote: 6/0 Yes*

*Yes: Hawkins, Meadows, Champagne, Lee, Sheler-Edwards, Irvine*

##### **Schneider Electric Energy Services Contract: Item Tabled to 11/14/18**

*No vote taken.* Steve Burgess was not present at this meeting; Scott Mason, CEM of Schneider Electric answered Board questions.

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

Melvin Parson commented on repurposing Kettering Elementary.



## **OTHER**

- *Board members* discussed the 2019 Commencement venue, with consideration to sign the venue contract with Eastern Michigan University's (EMU) Convocation Center, or, to have the ceremony on YCS property. Renting an outside venue comes with a cost. The projected cost to rent EMU's Convocation Center is \$10,789. Discussion on historical significance of the ceremony at EMU's Convocation Center, and, the District being responsible for good financial decision making and the possibility of the 2019 venue being on the campus of YCS. This topic will be brought back to the Board for consideration on December 3<sup>rd</sup>; this allows for community input to the Board.

## **BOARD/SUPERINTENDENT COMMENTS**

- *Lee* attended the recent Michigan Association of School Boards Annual Leadership Conference (MASB ALC). She connected with a fundraiser company, which she will share with Taryn Willis. She also won free registration to the 2019 MASB ALC.
- *Sheler-Edwards*, too, attended the recent MASB ALC conference. Comments on orientation for new Board members.
- *Meadows* request to Sheler-Edwards to disseminate information to Board.
- *Zachery-Ross* spoke of those Board of Education members newly re-elected, and our newest elected trustee. Spoke of commitment to our District. Passing of Sinking Fund: Zachery-Ross commented on community support and thanked many individuals for their service in this campaign; group efforts also recognized. We are "stronger together".

*Meeting Adjourned: 8:55 p.m.*

Attachment: Resolution - Summer Tax

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Maria Sheler-Edwards, Secretary  
Board of Education  
Ypsilanti Community Schools

pg: \_\_\_\_

## ANNUAL SUMMER TAX RESOLUTION

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

A regular meeting of the Board of Education (the "Board") was held in the Professional Development Room of the YCS Administration Building at 1885 Packard Road, within the boundaries of the District, on the 12<sup>th</sup> day of November, 2018, at 6:30 in the p.m.

The meeting was called to order by Sharon Irvine, President.

Present: Members Sharon Irvine, Dr. Celeste Hawkins, Maria Sheler-Edwards, Brenda Meadows, Ellen Champagne, Sharon Lee

Absent: Members Meredith Schindler

The following preamble and resolution were offered by Member Maria Sheler-Edwards and supported by Member Celeste Hawkins.

**WHEREAS**, this Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

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

1. The Board, pursuant to 1976 PA 451, as amended (Revised School code), invokes for 2019 its previously adopted ongoing resolution imposing a summer tax levy of all of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests each that city and/or township in which the District is located collect those summer taxes.
2. Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution requesting that each such city and/or township agree to collect the summer tax levy for 2019 in the amount specified in this resolution. Such forwarding of the resolution and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2019.
3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before the Board for its approval or disapproval.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: 6 Hawkins, Meadows, Champagne, Lee  
Sheler-Edwards, Irvine

Nays: 0

Resolution declared adopted.

Maria Sheler-Edwards

Maria Sheler-Edwards  
Secretary, Board of Education | Ypsilanti Community Schools

The undersigned duly qualified and acting Secretary for the Board of Education of Ypsilanti Community Schools, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on November 12, 2018, 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).

Maria Sheler-Edwards

Maria Sheler-Edwards  
Secretary, Board of Education | Ypsilanti Community Schools

## MINUTES: SPECIAL MEETING/WORKSHOP OF THE BOARD OF EDUCATION

Wednesday, November 14, 2018

The *Special Meeting* of the Ypsilanti Community Schools Board of Education was called to order by President Sharon Irvine at 6:31 p.m.

### MEMBERS OF THE BOARD OF EDUCATION PRESENT

President Sharon Irvine, Secretary Maria Sheler-Edwards, Vice-President Dr. Celeste Hawkins (6:43 arrival), Trustee Brenda Meadows, Trustee Ellen Champagne, Trustee Sharon Lee

### MEMBERS OF THE BOARD OF EDUCATION ABSENT

Treasurer Meredith Schindler (*due to family emergency*)

**ACCEPTANCE OF "AMENDED" AGENDA:** The amended agenda was accepted as presented. Agenda amended as follows: Add - Action Item/Schneider Electric Energy Services Contract.

*Motion by Lee, supported by Champagne*

Action Recorded: 5/Yes; 0/No

### PUBLIC COMMENTS #1

Gillian Ream Gainsley spoke on performance contracting.

### SCHNEIDER ELECTRIC ENERGY SERVICES CONTRACT: [New Item/Amended Agenda](#)

MOTION TO approve the Schneider Electric Energy Savings Contract, a performance contract.

*Motion by Champagne, supported by Sheler-Edwards*

Roll Call Vote: 4/2 Yes

Yes: Hawkins, Champagne, Sheler-Edwards, Irvine

**BOARD OF EDUCATION SELF-ASSESSMENT:** Mary Kerwin, Facilitator/Senior Consultant of Michigan Association of School Boards (MASB) facilitated this session. Board self-assessment is a governance tool. It is a way to build a strong and more effective Board. This session examined Board performance and ways to improve their work and to continue with progress. The result of this self-assessment was a "highly effective" rating for the Board.

### REQUEST FOR CLOSED SESSION - Section 8(a) OMA, Personnel Evaluation of Superintendent

MOTION TO convene in closed session under Section 8(a) of the OMA to consider a personnel evaluation of the Superintendent.

*Motion by Champagne, supported by Lee*

Roll Call Vote: 6/0 Yes

Yes: Hawkins, Meadows, Champagne, Lee, Sheler-Edwards, Irvine

The meeting was called to closed session at 7:07 p.m. The meeting reconvened to open session at 9:03 p.m. *Mary Kerwin also facilitated this session.*

### ACTION ITEM

**ADOPTION OF SUPERINTENDENT'S EVALUATION:** There was no formal adoption of the Board's evaluation of Superintendent Alena Zachery-Ross. Zachery-Ross is a Washtenaw Intermediate School District (WISD) employee; the WISD will officially evaluate her. This MASB document will be sent to the WISD as input from the YCS Board toward Zachery-Ross' evaluation.

**PUBLIC COMMENTS #2:** None

**OTHER:** *None*

**BOARD/SUPERINTENDENT COMMENTS:** *None*

*Meeting Adjourned: Appx. 9:09 p.m.*

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Maria Sheler-Edwards, Secretary  
Board of Education  
Ypsilanti Community Schools

pg: \_\_\_\_\_

DRAFT



## Board of Education

[illegible]

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

## Enclosure #6A.i

### ACCEPTANCE OF CAREER & TECHNICAL EDUCATION/RCTC GRANTS & DONATIONS

#### *Chrysler Tool and I-CAR Curriculum Grants Collision Repair Education Foundation Donation*

Meeting of 12/3/2018

Presented by *Alena Zachery-Ross*

Prepared by *Paula Gutzman*

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

#### Rationale/Background Information

Bill Burnette, Career and Technical Educator Coordinator of the Career and Technical Education (CTE)/Regional Career Technical Center (RCTC) has submitted the following, which is being brought before the Board of Education for consideration.

Through the Collision Repair Education Foundation, as a result of the grant application done annually, the RCTC collision repair program has been awarded a \$5,000 Chrysler Tool Grant and the \$1,100 I-CAR (Inter-Industry Conference on Auto Collision Repair) Curriculum Grant. Grant monies will be used to purchase student licenses for I-CAR training. The Chrysler Tool Grant will be filled by the Education Foundation and will be used for purchasing selected tools from our grant request list, as per our request at the first of the year.

Also, received during the week of November 26, 2018 was a 3M spray paint gun kit, valued at \$200, as well as sand paper, grinding discs and automotive polishes, valued at \$300. These items were made possible by the Collision Repair Education Foundation.

#### Proposed Motion

*" .... move that the Board of Education accept the following, on behalf of Career and Technical Education:*

- 1. \$5,000 Chrysler Tool Grant;*
- 2. \$1,100 I-CAR Curriculum Grant, and;*
- 3. \$500 in equipment/supplies from the Collision Repair Education Foundation."*

Budget Impact:    ☒ None    ☐ As follows:

#### Attachments:

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



**YPSILANTI**  
COMMUNITY SCHOOLS

Paula Gutzman <pgutzman8@ycschools.us>

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## AR: CTE

1 message

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**Alena Zachery-Ross** <azacheryross7@ycschools.us>  
To: Paula Gutzman <PGutzman8@ycschools.us>

Mon, Nov 19, 2018 at 8:32 PM

----- Forwarded message -----

From: **Bill Burnette** <BBurnette4@ycschools.us>

Date: Wed, Nov 14, 2018, 6:08 PM

Subject: CTE

To: Cory Gildersleeve <cgildersleeve3@ycschools.us>, Alena Zachery-Ross <azacheryross7@ycschools.us>

Just a FYI. Through the Collision Repair Education Foundation, as a result of the Grant application that we do yearly, The RCTC Collision repair program has been awarded the 5,000.00 Chrysler Tool Grant and the 1,100.00 I-CAR Curriculum Grant. The I-CAR Grant will be used to Purchase Student Licences For I-Car Training ASAP. The Chrysler tool Grant will be filled by the Education Foundation purchasing selected tools from our grant request list as we request starting after the first of the year.

Bill Burnette,  
Career Technical Education Coordinator  
Ypsilanti Community Schools  
[bburnette@ycschools.us](mailto:bburnette@ycschools.us)  
734 221-1280  
734 221-1282 fax  
734 323-2079 Cell

**Bill Burnette**

Wed, Nov 28,  
7:26 AM (1  
day ago)

to Paula

We also received this week a 3M Spray paint gun kit valued at \$200.00 as well as sand paper, grinding discs and Automotive polishes valued at @ \$300.00. Through the Collision repair Education Foundation

**Enclosure #6A.ii**  
**APPROVAL OF OVERNIGHT/OUT-OF-STATE FIELD TRIP, YCS K-12 Art**  
**2019/20 Field Trip (next school year)**

Meeting of 12/3/2018  
Presented by **Dr. Sherrell Hobbs**  
Prepared by **Paula Gutzman**

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

**Rationale/Background Information**

Re: K-12 YCS District Trip/Art Department

Trip Requested By: Katherine Fisk, YIES Art Teacher & YCS Art Coordinator

Class: District K-12 Students Upon Artwork Selection

Destination: Washington, D.C. – Department of Education, Opening Ceremony of Student Art Exhibit

Trip Date: TBD (May/June 2020)

See attached Field Trip Request Form for additional details. Please note this field trip is scheduled for the 2019/20 school year. We are requesting approval in advance so that collection of funds (fundraising, etc.) may begin. *Kathy Fisk will be in attendance at this meeting to answer any questions about budget/fundraising efforts.*

**Proposed Motion**

***" .... move that the Board of Education approve the overnight and out-of-state field trip of YCS K-12 selected Art department students to the Department of Education in Washington, D.C. during Spring 2020."***

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

Donation, Fundraising & Parent Pay

**Attachments:**

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





Ypsilanti Community Schools  
**Field Trip Request Form**

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

**Name:** Katherine Fisk

**School/Class:** K-12 YCS/Art

**Request Date:** 10/26/2018

**Trip Date:** 2019/20 54  
TBD May/June 2020

**Number of Students:** 65

**Trip Destination:** Department of Education, Washington, D.C.

**Purpose of trip:** To attend Opening Ceremony of YCS K-12 Student Art Exhibit, tour national monuments.

**Details about cost:** Tour companies will provide transportation, lodging, tours. Estimated cost: \$75,000.

**Account or funding source for trip:** Payment plan structure to be implemented to help parents budget cost. Various fundraising efforts will raise remaining amount needed.

**\*\*Establish a secure account for DC donations, fundraising, payments.**

**Will subs be needed?** Yes **Account for subs:**

**How this trip fits with the curriculum:** Art students created art for display at the U.S. Department of Education in Washington DC.

**Number of Staff/Chaperones:** 9 staff/50 parent chaperones

**Chaperone Name** (If Available) **Relationship to Students** **Phone Number**

**Specific learning objectives to be accomplished:**

VA:Pr6.1.Ia Analyze and describe the impact that an exhibition or collections has on personal awareness of social, cultural, or political beliefs and understandings.

Represent Ypsilanti Community Schools and the State of Michigan at a National exhibition with the theme of Diversity, Equality and Justice (taken from YCS mission statement)

2019/20 Field Trip: Approval in 2018/19 to  
begin fundraising efforts.

**Student outcomes and learning as a result of taking this trip:** Students will have an appreciation of the opportunity to exhibit in and travel to Washington D.C. Students will create lasting memories and confidence as a result of this trip. Students will represent YCS at the national level.

**Course/Class curriculum, big ideas, or essential questions enforced:** How do people contribute to awareness and understanding of their lives and the lives of their communities through art-making? How does art help us understand the lives of people of different times, places and cultures?(Connecting)

**Pre-Trip lessons/activities:**

Students create artwork. Artwork is juried down to final 100 by community members (12/18/2018) . DC 2020 Reveal event at Riverside Art Center (1/18/19). Students help promote and fundraise for DC 2020.

**Follow-Up lessons/activities to reinforce/extend learning:**

Students participate in community celebrations and exhibitions of work.

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

**Field Trip Approval**

Trip Approved:

Not Approved:

Principal:

Date:

Trip Approved:

Not Approved:

Assistant Superintendent:

Date:

Approval pending all funds being independently raised by the YCS Art department.

(To be completed by the principal)

Date of Trip:

Destination:

Departure Time:

Return Time:

Number of Buses:

**Certification**

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

Date:

Business Office Signature:



2340 F1

**Ypsilanti Community Schools**  
**Field Trip Request Form**

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

**Name:** Katherine Fisk

**School/Class:** K-12 YCS/Art

**Request Date:** 10/26/2018    **Trip Date:** TBD May/June 2020    **Number of Students:** 65

**Trip Destination:** Department of Education, Washington, D.C.

**Purpose of trip:** To attend Opening Ceremony of YCS K-12 Student Art Exhibit, tour national monuments.

**Details about cost:** Tour companies will provide transportation, lodging, tours. Estimated cost: \$75,000.

**Account or funding source for trip:** Payment plan structure to be implemented to help parents budget cost. Various fundraising efforts will raise remaining amount needed.

**\*\*Establish a secure account for DC donations, fundraising, payments.**

**Will subs be needed?**        Yes        **Account for subs:**

**How this trip fits with the curriculum:** Art students created art for display at the U.S. Department of Education in Washington DC.

**Number of Staff/Chaperones:** 9 staff/50 parent chaperones

**Chaperone Name** (If Available)    **Relationship to Students**

**Phone Number**

**Specific learning objectives to be accomplished:**

VA:Pr6.1.Ia Analyze and describe the impact that an exhibition or collections has on personal awareness of social, cultural, or political beliefs and understandings.

Represent Ypsilanti Community Schools and the State of Michigan at a National exhibition with the theme of Diversity, Equality and Justice (taken from YCS mission statement)

**Student outcomes and learning as a result of taking this trip:** Students will have an appreciation of the opportunity to exhibit in and travel to Washington D.C. Students will create lasting memories and confidence as a result of this trip. Students will represent YCS at the national level.

**Course/Class curriculum, big ideas, or essential questions enforced:** How do people contribute to awareness and understanding of their lives and the lives of their communities through art-making? How does art help us understand the lives of people of different times, places and cultures?(Connecting)

**Pre-Trip lessons/activities:**

Students create artwork. Artwork is juried down to final 100 by community members (12/18/2018) . DC 2020 Reveal event at Riverside Art Center (1/18/19). Students help promote and fundraise for DC 2020.

**Follow-Up lessons/activities to reinforce/extend learning:**

Students participate in community celebrations and exhibitions of work.

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

**Field Trip Approval**

Trip Approved: ☒ Not Approved: ☐ Principal  Date: 10-31-18

Trip Approved: ☐ Not Approved: ☐ Superintendent:  Date: \_\_\_\_\_

**ADMINISTRATIVE APPROVAL**

\* See Approval by Dr. Sherrell Hobbs,  
Assistant Superintendent\*

(To be)

Date of Trip: \_\_\_\_\_

Departure Time: \_\_\_\_\_

Return Time: \_\_\_\_\_

Number of Buses: \_\_\_\_\_

**Certification**

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

Date: \_\_\_\_\_

Business Office Signature: \_\_\_\_\_



# Budget Proposal

Washington 2020  
December 3, 2018

This budget proposal provides necessary costs associated with the above-named project (the "Project") which we would like to pursue its obvious benefit to the district of Ypsilanti Community Schools and its students. Costs for the project have been itemized below and justification has been provided for each cost element. Should you have any questions regarding this budget proposal, please contact the undersigned.

## 1. PROJECT DESCRIPTION

Students from Ypsilanti Community Schools will be featured in an art exhibit taking place in May-June of 2020 at the United States Department of Education in Washington, D.C. Artwork will be selected by Washtenaw County community members at a private art showing at Riverside Arts Center on Friday, December 14, 2018. The final 80-100 artworks will be displayed at a reveal event on Friday, January 18, 2019, , also at Riverside Art Center.

Once the artwork is selected in December 2018, the art will need to be matted for the reveal event and for the final exhibition. Artworks will be shipped to Washington D.C. for display.

YCS families of the selected artists will be required to attend events, informational meetings, and fundraising efforts in the next two years. The fundraising efforts from these events will help cover the cost of the trip for students which includes lodging, transportation, food, and special events. All events and fundraisers will be promoted by flyers, posters, and mailings. Participants will need shirts to wear during fundraising and promotional events, as well as to wear during the reception.

## 2. PERIOD OF PERFORMANCE

The budget set forth in this Budget Proposal covers the period of performance for the project or 19 (nineteen) months of effort.

## 3. COST ELEMENTS

The following are the necessary cost elements of the Project:

### a. Purchase Services

Service to purchase	Name of Contractor	Quantity	Individual Price	Total Amount
Printing of T-shirts (promotion)	A2 Benchmark Heikenen Productions	How many students? 66 Adults-47 How many colors?	\$6+ (50-100) \$6 flat rate no Minimum order 1 print color Front logo and sponsors on the back	\$600 (Estimates only)
Printing of Polo shirts (to wear to event)	A2 Benchmark		\$10+ SP 1 color \$16+ Emb	\$1000+ \$1600+ (Estimates only)
Printing of posters/flyers, postcards	A2 Benchmark	50 Posters/Flyer 250 Post Cards	11x14 5x6	\$75 \$225
Food for Reveal party, 1/18/19	MAIZ Mexican Cantina	200 people	Donation	Donation
Shipping				\$200
				Total--\$2700

## b. Equipment & Materials

Item Description	Quantity	Unit Price	Extended Price
PreCut Mats-Triarco Arts & Craft Catalog	10	\$49.67	\$496.70
			Total--\$496.70

## c.1 Transportation, Lodging, Meals Expenses for 1 bus (56 people)

Expense Type	Description	Total Estimated Cost
Transportation, lodging and meals.	Students: Charter bus, motel, 3 meals/3 days, taxes, insurance, gratuity, liability, security	$539 \times 35 = 18,865$
Transportation, lodging and meals.	Paying adults: Charter bus, motel, 3 meals/3 days, taxes, insurance, gratuity, liability, security	$549 \times 16 = 8,784$
Brightspark scholarship		-1000
		Subtotal--27,649
		Total--26,649

## c.2 Transportation, Lodging, Meals Expenses for 2 buses (112 people)

Expense Type	Description	Total Estimated Cost
Transportation, lodging and meals.	Students: Charter bus, motel, 3 meals/3 days, taxes, insurance, gratuity, liability, security	$539 \times 66 = 35,574$
Transportation, lodging and meals.	Paying adults: Charter bus, motel, 3 meals/3 days, taxes, insurance, gratuity, liability, security	$549 \times 47 = 25,803$
	scholarship	-1,000

		Subtotal--61,377
		Total--60,377

## 4. COST SUMMARY

Given the above, the total cost for the Project is estimated as follows:

Cost Element	Total Estimated Cost
Purchase Services	\$2700
Equipment and Materials	\$496.70
Transportation, Lodging, Meals (Range)	\$26,649-60,377
Total	\$32,545.70-\$66,273.70

This budget was developed by Kathy Fisk with input from Art Faculty and Administration that supported this estimate. By my signature below, I hereby certify that this Budget Proposal reflects my best estimate of the true and necessary costs for the Project, and the information provided herein is accurate, complete and current as of the date of my signature below.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
COMPANY TITLE

\_\_\_\_\_  
DATE



## Day One - Wednesday May 13, 2020

9:00 PM Motorcoach arrives at Ypsilanti Community School, 1885 Packard Rd., Ypsilanti, MI 48197  
Tour Director arrives at school

9:30 PM Participants report to school

10:00 PM Trip departs for Washington, DC  
Travel thru the night with fresh drivers and rest stops as needed

Smithsonian National Museum of African American History and Culture (timed tickets arranged by Brightspark)

Dinner at Pentagon City Mall with a voucher  
Pentagon Memorial  
Air Force Memorial

9:00 PM Depart for home

Travel thru the night with fresh drivers and rest stops as needed

## Day Two - Thursday May 14, 2020

Breakfast with \$10 meal money  
White House - Picture Stop  
Library of Congress & Supreme Court - Picture Stop  
U.S. Capitol Building Tour (Pending Confirmation)  
Lunch at Union Station with a voucher  
Smithsonian Museums on the National Mall - group choice  
Dinner at Crystal City Sports Pub  
Illuminated tour of monuments and memorials

9:00 PM Check into your hotel  
Private overnight security at the hotel each evening

## Day Five - Sunday May 17, 2020

7:00 AM Approximate arrival at Ypsilanti Community School - Welcome Home!

*In keeping with Brightspark's commitment to safety and security, all of our itineraries are compliant with Department of Transportation rules and regulations giving drivers at least 9 hours off each night and a maximum of 15 hours on duty during any 24 hour period.*

*Your Brightspark Tour Director and Guides reserve the right to revise your group's itinerary due to unforeseen circumstances such as traffic, road closures, site closures, and weather. Your Tour Director or Guide will consult with the Group Leader and Bus Driver(s) on any changes.*

## Day Three - Friday May 15, 2020

7:00 AM Enjoy breakfast at your hotel

8:00 AM Depart for sightseeing  
George Washington's Mount Vernon Estate & Gardens  
Wreath Laying at Mount Vernon's Slave Memorial  
Lunch at the Mount Vernon food court with a \$12 voucher  
Ford's Theatre  
Souvenir shopping across from Ford's Theatre  
Dinner and a knightly tournament at Medieval Times

10:00 PM Return to the hotel

## Day Four - Saturday May 16, 2020

7:00 AM Enjoy breakfast at your hotel

8:00 AM Depart for sightseeing  
Embassy Row  
National Zoological Park  
Lunch at the Zoo with \$10 meal money  
Washington National Cathedral tour

**Enclosure #6A.iii**  
**APPROVAL OF OVERNIGHT FIELD TRIP, YCHS Science Club**  
**Meeting of 12/3/2018**  
*Presented by Dr. Sherrell Hobbs*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

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

*Trip Requested By: Cory Gildersleeve, YCHS Principal*

*Class: YCHS Science Club (not attached to a specific class)*

*Destination: Mackinaw City, Michigan – Wilderness State Park*

*Trip Date: December 14 - 18, 2018*

See attached Field Trip Request Form for additional details.

**Proposed Motion**

***“ .... move that the Board of Education approve the overnight field trip of the Ypsilanti Community High School Science Club to Mackinaw City, December 14 - 18, 2018.”***

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

Fundraising & Student Fees

**Attachments:**

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



Ypsilanti Community Schools  
**Field Trip Request Form**

2340 F1

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

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

**Request Date:** 11/13/18 **Trip Date:** Dec 14-18 **Number of Students:** 16

**Trip Destination:** Mackinaw City

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

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

**Account or funding source for trip:** Science Club fundraising and Student fees 01923, 0000

**Will subs be needed?** Yes **Account for subs:** 11.11/13, 3111, 000, 0000.0092

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

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

<u>Chaperone Name (If Available)</u>	<u>Relationship to Students</u>	<u>Phone Number</u>
<u>D. Scott Heister</u>	<u>Staff</u>	
<u>Mark Wilde</u>	<u>none</u>	
<u>Thomas Humbarger</u>	<u>Staff</u>	
<u>Jessica Krueger</u>	<u>Staff</u>	
<u>Brian Skogheim</u>	<u>Robotics Staff</u>	

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

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

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

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

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

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

**Field Trip Approval**

Trip Approved: ☒ Not Approved: ☐ Principal: [Signature] Date: 11-26-18

Trip Approved: ☒ Not Approved: ☐ Asst. Superintendent: [Signature] Date: 11-27-18

(over)

**Transportation Department***(To be completed by the originator of the field trip)*

Date of Trip: 12/14-18/2018 Destination: Mackinaw City (Wilderness State Park)

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

**Certification**

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

Date: \_\_\_\_\_ Business Office Signature: \_\_\_\_\_

## **PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS**

Type of Trip: Science Club Camping Trip

Proposed Departure Date Dec. 14, 2018 Return Date Dec. 18, 2018 Proposer

D. Scott Heister Position Teacher - Teacher-Leader, STEMM

Date by which response is needed Next BOE Meeting Proposal Date 11/13/18

### **A. Purpose**

- 1) What is the major place to be visited or event to be attended? (See Attached)
- 2) How is the trip related to the educational program of the District? *Provide meaningful life-changing opportunities for YCHS youth through activity-based educational experiences in a variety of natural settings, including County, and State Parks. Exposure to many natural wonders will be accessed through camping and hiking excursions. These trips will provide life-changing opportunities for the participants.*
- 3) In what ways will the student benefit? *Students will develop and strengthen life-skills such as: working as a cohesive team to accomplish tasks, food preparation, personal hygiene, physical and mental endurance, problem-solving, leadership and developing a sense of connectedness to nature and to the world in-which the students live.*
- 4) In what ways will the district benefit? *Develop more resilient students who are better leaders and problem-solvers.*
- 5) How will the trip be evaluated to determine the extent to which these benefits were realized? *Student Journals and Formative Assessment*

### **B. Students and Staff**

- 1) Which students,(grade, class, or organization) will be going? *Students from STEMM Academy - 9<sup>th</sup>-12<sup>th</sup> grade.*
- 2) How many students in total? *16*
- 3) How many students are currently experiencing academic problems? *Roughly half*
- 4) Which staff member will be in charge? Danielle Edwards, Jessica Krueger
- 5) What previous experience has the staff member had in conducting overnight or extended field trips? *Been conducting this trip for 19+ years, have done trips to Alaska, Hawaii, Florida, and backpacking trips to various locations.*
- 6) What other staff members will be going? *Jessica Krueger, Thomas Humbarger*
- 7) How many chaperones, in addition to staff members will be going? *3 Additional (6 total)*

- 8) What are their names and affiliations with the students? *Mark Wilde - former Willow Run BOE Member, Jessica Krueger - Staff, Brian Skobheim - Robotics Mentor, Thomas Humbarger - Robotics Mentor, D. Scott Heister - Former Staff, ISD-Staff*
- 9) How many school days will be missed? *2*
- 10) How will teachers be advised in advance that the students will be out of school? *Email and planned absence form.*

**C. School Work**

- 1) How will missed work be made up? *Students will be responsible for missing work.*
- 2) What special assistance will be provided students with academic problems? *Students who are failing classes because of missing work will not be allowed on the trip - students who are struggling in class will have several periods of time to work on their classwork during the trip, including drive time and scheduled down time/rest time in the cabin.*

**CI. Itinerary**

- 1) What is the destination? *Wilderness State Park (See Itinerary)*
- 2) What will be the mode of transportation? *Private Vehicles.* What liability insurance does the carrier have?
- 3) Where will the group be housed and fed?
- 4) What en-route or supplementary activities are planned?
- 5) What arrangements have been made for dealing with emergency situations?
- 6) If tour guides are involved, what liability insurance do they carry?

**CII. Finances**

- 1) What is the estimated total cost and cost per student? *\$105*
- 2) What is the source of funds? *Student's, Nature's Classroom Adventures, Inc.*
- 3) How will the funds be collected and safeguarded? *Collected by Ms. Edwards kept in a locked draw until turned into the office and deposited into the Science Club Account.*
- 4) How will any shortfall be made up or excess funds be used? *Adult chaperone's will chip in to cover, along with alumni donation - there has never been an excess, if there is an excess it will go into the science club account for future trips.*
- 5) What provision has been made for students who are financially unable to pay any necessary costs? *Nature's Classroom Adventures Sponsorships.*



F. **Communications**

- 1) How will you communicate to parents prior to, during, and after the trip? *See attached information packet, as well as a parent / student meeting prior to departure.*
- 2) List telephone numbers at destination and where group will be housed. *See Attached itinerary.*
- 3) What information will be provided to the media and the community? *BOE presentation and Facebook posts / photo albums*

**Attach Field trip request form to front of this form.**

**Enclosure #6B.i**

**ADOPTION OF RESOLUTION AUTHORIZING LEASE PURCHASE AGREEMENTS  
Facility Energy Conservation Improvement**

**Meeting of 12/3/2018**

*Presented by **Steven Burgess***

*Prepared by **Paula Gutzman***

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

**Rationale/Background Information**

This authorizing Resolution is the Board's formal approval to enter into a lease-purchase agreement with Flagstar Bank. The Resolution delegates authority to Superintendent Alena Zachery-Ross to negotiate final terms of the documentation and authority to sign all documents.

The Board of Education approved a performance contract with Schneider Electric for energy improvements, which includes all new LED lighting district wide and new high efficiency boilers to address the old inefficient and failing boilers at West Middle School and YCMS (East). The items replaced by the performance contract are necessity items that would be paid from General Fund monies, if not for performance contracting. The financing numbers for the approved projects were included in the Board packet when the performance contract was approved. We are now ready to commence via the enclosed Resolution prepared by the District's attorney, who specializes in this type of financing agreement.

**Proposed Motion**

***" .... move that the Board of Education adopt the Resolution Authorizing Lease Purchase Agreements."***

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

Borrow \$3,527,700; repay with interest a total of \$4,861,596; guaranteed savings in utilities & operations of \$9,873,745 over the life of the loan, which will be a **guaranteed net gain to the District of \$5,012,148**. The savings generated are greater than the lease payments every year over the 15 year term of the loan.

**Attachments:**

☒ Enclosed    ☐ To Be Distributed at Meeting    ☐ None

**YPSILANTI COMMUNITY SCHOOLS  
COUNTY OF WASHTENAW, STATE OF MICHIGAN**

**RESOLUTION AUTHORIZING LEASE PURCHASE AGREEMENTS**

Minutes of a meeting of the Board of Education (the "Board") of Ypsilanti Community Schools, County of Washtenaw, State of Michigan (the "School District"), held in the YCS Administration Building, 1885 Packard Road, Ypsilanti, Michigan 48197, on December 3, 2018, at 6:30 p.m., prevailing Eastern time.

PRESENT: Members \_\_\_\_\_

ABSENT: Members \_\_\_\_\_

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

WHEREAS, the Board has previously determined that it is in the best interest of the School District to acquire various facility energy conservation improvement measures throughout the School District (the "Project") to be installed by Schneider Electric Buildings Americas, Inc. (the "Vendor"); and

WHEREAS, the Board has determined that it is in the best interest of the School District to finance the acquisition and installation of the Project by entering into one or more lease-purchase agreements (the "Agreements") with Flagstar Bank, FSB (the "Provider") pursuant to Section 380.1274a of the Revised School Code, Act 451, Michigan Public Acts of 1976, as amended (the "Act"); and

WHEREAS, it is the desire of the Board to authorize the Superintendent (the "Authorized Officer") to negotiate and finalize the terms of the Agreements pursuant to the Act, and authorize the Authorized Officer to execute certain other documentation and undertake necessary actions relative thereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization to Enter into Agreements. The Board hereby authorizes the execution and delivery of one or more Agreements in an aggregate principal amount not to exceed Three Million Seven Hundred Eighty-Nine Thousand Five Hundred Dollars (\$3,789,500) for a term not to exceed fifteen (15) years, to provide financing for the Project. The Board hereby determines that the useful life of the Project exceeds fifteen (15) years.
2. Delegation of Authority; Selection of Provider; Delivery of Agreements. The Authorized Officer is hereby authorized to negotiate and finalize the terms and conditions of the Agreements with the Provider, subject to the parameters set forth in this resolution, and is hereby authorized and directed make all determinations required under the Act.
3. Additional Documentation. The Authorized Officer is hereby authorized and directed to execute such additional documentation as shall be necessary to effectuate the closing of the Agreements.

4. Security; Agreements Not Debt. Payments under the Agreements shall be a current operating expense of the School District subject to annual appropriations of funds by the Board. During the term of the Agreements, the School District shall be the vested owner of the Project and the terms of the Agreements may grant a security interest in the Project to the Provider. Upon the termination of the Agreements and the satisfaction of the obligations of the School District, the Provider shall release any such security interest in the Project. The Agreements shall not be subject to the Revised Municipal Finance Act, Act 34, Michigan Public Acts of 2001, as amended ("Act 34"), and shall not be a municipal security or a debt as those terms are defined in Act 34.

5. Tax Covenant. The School District hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the obligations under the Agreements from federal income taxation under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreements and moneys deemed to be proceeds.

6. Qualified Tax-Exempt Obligations. The School District hereby designates the Agreements as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Code.

7. Other Actions. The Authorized Officer and other appropriate officials and agents of the School District are directed to take all other actions necessary or advisable to effectuate the closing of the Agreements.

8. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed as bond counsel for the Agreements, notwithstanding its periodic representation in unrelated matters of other parties or potential parties to the transaction contemplated by this resolution, including the Provider and the Vendor.

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

AYES:           Members \_\_\_\_\_

ABSTAIN:       Members \_\_\_\_\_

NAYS:           Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

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Maria Sheler-Edwards  
Secretary, Board of Education

### **CERTIFICATE**

The undersigned duly qualified and acting Secretary of the Board of Education of the Ypsilanti Community Schools, Washtenaw County, Michigan, hereby certifies that the foregoing is a true and complete copy of a Resolution adopted by the Board of Education at a meeting held on December 3, 2018, the original of which Resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended.

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Maria Sheler-Edwards  
Secretary, Board of Education

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**Enclosure #6B.ii**  
**APPROVAL OF FUND BALANCE UN-COMMITMENT UPDATE**

Meeting of 12/3/2018  
 Presented by **Dr. Edwina Hill**  
 Prepared by **Paula Gutzman**

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

**Rationale/Background Information**

At the June 30, 2015 Board of Education meeting, the Board of Education formally committed \$5,000,000 for the repayment of the operating debt that was refinanced in August 2013. It has been requested that these funds no longer be committed for this purpose. This Board of Education action will un-commit this funding and mark it as un-committed in the General Fund.

**Proposed Motion**

*".... move that the Board of Education update its June 30, 2015 commitment of \$5,000,000 of the June 30, 2018 fund balance in the General Fund, with a revised commitment of \$0 for the repayment of the operating debt that was refinanced in August 2013."*

**Budget Impact:**    ☐ None    ☒ As follows:  
 \$5,000,000: General Fund

**Attachments:**

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



Rod Ranger, Accounting Supervisor, on 9/12/18, there has been no updates to committed fund balance since this on 6/30/2015.

Enclosure #13

**APPROVAL OF FUND BALANCE COMMITMENT UPDATE**

**Meeting of 6/30/2015**

*Presented by Scott Johnson*

*Prepared by Scott Johnson*

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

**Rationale/Background Information:**

Last December, the Board of Education formally committed \$8,500,000 of the June 30, 2014 fund balance for the repayment of the operating debt that was refinanced in August of 2013. This evening, it is recommended that this fund balance commitment be updated to more closely align with the projected June 30, 2015 fund balance.

**Proposed Motion:**

*“... move that the Board of Education update its December 1, 2014 commitment of \$8,500,000 of the June 30, 2014 fund balance in the General Fund with a revised commitment of \$5,000,000 for the repayment of the operating debt that was refinanced in August of 2013.”*

FS

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

**Attachments:**

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

MOTION/VOTE FROM JUNE 30, 2015  
Board Meeting Minutes

**MEETING MINUTES**

**SPECIAL MEETING OF THE BOARD OF EDUCATION**

Tuesday, June 30, 2015: *Amended Agenda*

**FUND BALANCE COMMITMENT UPDATE**

**A motion was made by Trustee Lee, supported by Trustee Meadows:**

THAT the Board of Education update its December 1, 2014 commitment of \$8,500,000 of the June 30, 2014 fund balance in the General Fund with a revised commitment of \$5,000,000 for the repayment of the operating debt that was refinanced in August of 2013. A roll call vote was recorded as follows: Trustee Schindler/Yes; Trustee Sheler-Edwards/Yes; Trustee Lee/Yes; President Irvine/Yes; Vice-President Hawkins/Yes; Trustee Champagne/Yes; Trustee Meadows/Yes. Vote 7/0. Yes.

**Enclosure #6B.iii**  
**APPROVAL OF BUS TRANSPORTATION FOR ATHLETICS, 2018/19**  
**Winter & Spring Games**  
**Meeting of 12/3/2018**  
*Presented by Dr. Edwina Hill & Lawrence Reeves*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

Transportation is needed to take our sports teams back and forth to games (see attached supporting documentation). Our transportation needs have been detailed for your review and approval; see attached.

**Proposed Motion**

*“ .... move that the Board of Education approve Getaway Tours to provide transportation for our athletics teams for scheduled Winter and Spring games, at a cost not to exceed \$67,080.”*

**Budget Impact:**    ☐ None    ☒ As follows:  
 \$67,080: General Fund

**Attachments:**

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

## YCS Cost to Transport Teams to Games 2018-19 using Getaway Tours

Girls Basket Ball from 12/3/18 to 2/22/2019

Number of round Trips	Destination	Rate	Cost
2	Games	595	\$ 1,190
9	Games	545	\$ 4,905
11			
Totals			\$ 6,095

Boys Basketball from 11/27/2018 to 2/21/2019

Number of round Trips	Destination	Rate	Cost
1	Games	795	\$ 795
1	Games	545	\$ 545
7	Games	1090	\$ 7,630
1	Games	1190	\$ 1,190
10			
Totals			\$ 10,160

Wrestling from 12/12/2018 to 2/14/2019

Number of round Trips	Destination	Rate	Cost
8	Games	545	\$ 4,360
8			
Totals			\$ 4,360

Boys Swimming from 1/10/2019 to 2/14/2019

Number of round Trips	Destination	Rate	Cost
1	Games	595	\$ 595
4	Games	545	\$ 2,180
5			
Totals			\$ 2,775

Competitive Cheer from 12/31/2018 to 2/7/2019

Number of round Trips	Destination	Rate	Cost
3	Games	545	\$ 1,635
Totals			\$ 1,635

Middle School Boys Basketball from 11/15/2018 to 12/17/2019

Number of round Trips	Destination	Rate	Cost
4	Games	545	\$ 2,180
Totals			\$ 2,180

Middle School Swimming from 1/14/19

Number of round Trips	Destination	Rate	Cost
1	Games	545	\$ 545
Totals			\$ 545

Middle School Wrestling from 1/31/19

Number of round Trips	Destination	Rate	Cost
1	Games	545	\$ 545
Totals			\$ 545

Grand Total for Winter sports  
 Grand Total for Spring sports  
 Total

28,295

38,785 See quote from Getaway Tours

67,080

**Girls Basketball – Depart from YCHS 2095 Packard Rd Approx. 30 passengers**

Monday 12/3/18 - \$595.00  
Tuesday 12/4/18 - \$545.00  
Friday 12/14/18 – \$595.00  
Tuesday 12/18/18 - \$545.00  
Friday 12/21/18 - \$545.00  
Thursday 12:27/18 - \$545.00  
Tuesday 01/08/19 - \$545.00  
Friday 01/18/19- \$545.00  
Friday 02/01/19 - \$545.00  
Tuesday 02/05/19 - \$545.00  
Friday 02/22/18 - \$545.00  
**Total - \$6095.00**

**Boys Basketball – Depart from YCHS 2095 Packard Rd Approx. 30 passengers**

Tuesday 11/27/2018 - \$545.00  
Saturday 12/08/2018 (charter) - \$795.00  
Tuesday 01/08/2019 (2 buses) - \$1090.00  
Friday 01/11/2019 (2 buses) - \$1090.00  
Tuesday 01/15/2019 (2 buses) - \$1090.00  
Tuesday 01/22/2019 (2 buses) - \$1090.00  
Friday 01/25/2019 (2 buses) - \$1190.00  
Tuesday 01/29/2019 (2 buses) - \$1090.00  
Friday 02/15/2019 (2 buses) - \$1090.00  
Thursday 02/21/19 (2 buses) - \$1090.00  
**Total - \$10060.00**

**Wrestling - Depart from YCHS 2095 Packard Rd Approx. 20 passengers**

Wednesday 12/12/18 - \$545.00  
Wednesday 01/09/19 - \$545.00

Winter

Tuesday 02/05/19 - \$545.00

Thursday 02/07/19 - \$545.00

Tuesday 02/12/19 - \$545.00

Thursday 02/14/19 - \$545.00

**Total - \$2775**

**Estimated Grand Total \$28,245.00**



Wednesday 01/16/19 - \$545.00

Friday 02/01/19 - \$545.00

**Total - \$2180.00**

**Boys Swimming - Depart from YCHS 2095 Packard Rd Approx. 15 passengers**

Thursday 01/10/2019 - \$595.00

Thursday 01/24/2019 - \$545.00

Thursday 01/31/2019 - \$545.00

Tuesday 02/05/2019 - \$545.00

Thursday 02/14/2019 - \$545.00

**Total \$2775.00**

**Competitive Cheer - Depart from YCHS 2095 Packard Rd Approx. 25 passengers**

Thursday 12/13/2018 - \$545.00

Thursday 01/10/2019 - \$545.00

Thursday 02/07/2019 - \$545.00

**Total - \$1635.00**

**Middle School Boys Basketball – Depart from YMCS 510 Emerick 510 Emerick then to WIMA 105 Mansfield then to destination – Approx. 22 passengers**

Thursday 11/15/18 - \$545.00

Monday 12/03/18 - \$545.00

Monday 12/10/18 - \$545.00

Monday 12/17/18 - \$545.00

**Total - \$2180**

**Middle School Swimming – Depart from YCMS 510 Emerick Ypsilanti MI then to WIMA 105 Mansfield then to destination**

Monday 01/14/19- \$545.00

**Total - \$545.00**

**Middle School Wrestling –Depart from 510 Emerick Ypsilanti MI then to WIMA 105 Mansfield then to destination**

Thursday 01/31/19 - \$545.00

# GETAWAY TOURS & CHARTERS

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November 6, 2018

## YPSILANTI COMMUNITY SCHOOLS SPRING 2019

### BASEBALL

4/8/19	\$545.00	34 PASSENGER
4/15/19	\$545.00	34 PASSENGER
4/19/19	\$575.00	34 PASSENGER
4/22/19	\$545.00	34 PASSENGER
4/27/19	\$895.00	34 PASSENGER
4/27/19	\$895.00	34 PASSENGER
5/1/18	\$545.00	34 PASSENGER
5/8/19	\$545.00	34 PASSENGER
5/15/19	\$545.00	34 PASSENGER
5/18/19	\$895.00	34 PASSENGER
5/22/19	\$595.00	34 PASSENGER

### JV BASEBALL

4/10/19	\$545.00	34 PASSENGER
4/17/19	\$545.00	34 PASSENGER
4/24/19	\$545.00	34 PASSENGER
4/27/19	\$895.00	34 PASSENGER
4/29/19	\$545.00	34 PASSENGER
5/6/19	\$545.00	34 PASSENGER
5/13/19	\$545.00	34 PASSENGER
5/29/19	\$595.00	34 PASSENGER

### BOYS GOLF

4/22/19	\$545.00	34 PASSENGER
5/1/19	\$545.00	34 PASSENGER
5/6/19	\$545.00	34 PASSENGER
5/13/19	\$545.00	34 PASSENGER

### GIRLS SOCCER

4/4/19	\$545.00	34 PASSENGER
4/9/19	\$545.00	34 PASSENGER
4/16/19	\$545.00	34 PASSENGER

200 Squires Dr. Milan, MI 48160 • Ph: (734) 997-7819 • FAX: (734) 997-9575

# GETAWAY TOURS & CHARTERS

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## GIRLS SOCCER

4/25/19	\$545.00	34 PASSENGER
4/30/19	\$595.00	34 PASSENGER
5/9/19	\$545.00	34 PASSENGER
5/16/19	\$545.00	34 PASSENGER
5/21/19	\$545.00	34 PASSENGER

## BOYS & GIRLS TRACK & FIELD

4/9/19	\$595.00	56 PASSENGER
4/23/19	\$595.00	56 PASSENGER

## GIRLS VARSITY SOFTBALL

4/8/19	\$545.00	34 PASSENGER
4/15/19	\$545.00	34 PASSENGER
4/17/19	\$545.00	34 PASSENGER
4/22/19	\$545.00	34 PASSENGER
5/8/19	\$545.00	34 PASSENGER
5/15/19	\$545.00	34 PASSENGER
5/22/19	\$545.00	34 PASSENGER

## GIRLS JV SOFTBALL

4/10/19	\$545.00	34 PASSENGER
4/24/19	\$545.00	34 PASSENGER
4/29/19	\$545.00	34 PASSENGER
5/1/19	\$545.00	34 PASSENGER
5/6/19	\$545.00	34 PASSENGER
5/13/19	\$545.00	34 PASSENGER
5/20/19	\$595.00	34 PASSENGER

## GIRLS TENNIS

4/8/19	\$545.00	34 PASSENGER
4/16/19	\$545.00	34 PASSENGER
4/18/19	\$545.00	34 PASSENGER
4/23/19	\$545.00	34 PASSENGER
5/7/19	\$595.00	56 PASSENGER
5/9/19	\$545.00	34 PASSENGER

## MS TRACK

4/22/19	\$595.00	56 PASSENGER
4/29/19	\$595.00	56 PASSENGER

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# GETAWAY TOURS & CHARTERS

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MS TRACK

5/6/19

\$595.00

56 PASSENGER

MIDDLE SCHOOL SOCCER

MIDDLE SCHOOL BASEBALL

MIDDLE SCHOOL SOFTBALL

MON - THUR - 34 PASSENGER \$545.00 PER DAY PER TRIP

Total - \$38,785.00

Winter + Spring = \$67,030

**Enclosure #6B.iv**  
**APPROVAL OF LEASE WITH CAMP ZIP, Chapelle School**  
**Meeting of 12/3/2018**  
*Presented by Steven Burgess*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

Camp Zip provides programming for developmentally disadvantaged adults, mainly during their summer camp – but throughout the year as well. They would like to rent one Chapelle classroom, Room #122, which is in ready-to-use condition.

*Lease Term: January 1, 2019 – December 31, 2020*

**Proposed Motion**

*“ .... move that the Board of Education approve the lease with Camp Zip for the rental of one classroom at Chapelle School, with a lease period of January 1, 2019 – December 31, 2020.”*

**Budget Impact:**    ☐ None    ☒ As follows:  
\$6,872 in Annual Rent; \$478 in Annual Utilities

**Attachments:**

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

### Expense Escalation Lease, Multitenant Building

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

1. Basic lease definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means January 1, 2019.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice & Payment Address means 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means **Camp Zip**.
- e. Tenant Notice Address means 111 S. Wallace Room 122, Ypsilanti, MI 48197.
- f. Premises means Room 122, is identified on the attached building map, Highlighted in Yellow, for a total square footage of 859 square feet.
- g. Building means the Chapelle Elementary School Building located at 111 S Wallace Blvd, Ypsilanti, MI 48197.
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means 859 rentable square feet, which does not include an allocated percentage of the common areas. Rental Rate is \$8.00 per square foot.
- j. Term means one Lease Year.
- k. Lease Year means the period beginning on January 1, 2019, and ending on December 31, 2020.
- l. Commencement Date means **January 1, 2019**.
- m. Expiration Date means **December 31, 2020**.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$6,872.
- p. Monthly Installment of Base Rent means \$572.66. Monthly installment of calculated utilities = \$39.83. **Total rent and utilities payment per month is \$612.49.**



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. doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, ceiling tiles, plumbing fixtures, and pipes, etc.)

q2. Utilities (1.6% of the average of electric, gas, sewer and water calculated from 2013 – 2015, i.e. \$29,850 = \$478.00 annually or \$39.83 monthly)

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

r. Proportionate Share means 1.6%.

s. Base Year means 2019.

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

u. Security Deposit means an additional \$600.

v. Designated Use means camp activities.

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

x. Tenant is responsible for providing cleaning & pest management within their leased spaces.

**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 less. Landlord agrees to remodel three restrooms adjacent to leased space, empty contents of the offices, install directory signage, and replace ceiling tiles.

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. Landlord agrees to give the tenant the 90 days of intent to exercise its right described in this section for areas in the building that are leased by the tenant. No such notice need be given in areas of the building that are not leased by the 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. 1.6% of maintenance expenses for equipment that services the tenants leased premises and 100% of maintenance expenses for repairs to the leased premises it occupies. Cost for repairs will be due net 30 days after invoice.

**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. Services.** Landlord will furnish heat and air-conditioning during normal business hours (**6:00** a.m. to **8:00p.m.**, Monday through Friday, and Saturday & Sunday 6a.m. to **5** p.m.; 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. Cleaning will be performed once per week of common areas. If greater frequency is desired tenant may choose to supplement the cleaning but must do so at its own expense.

Tenant shall be required to utilize the signage made available by Landlord e.g. Directory Signage & Main Building Sign only. No other signage may be posted without the discretionary consent of the Landlord.

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.

**8. 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.

**9. 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. 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 upon 24-hour notice.

**10. 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.

**11. Mutual 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. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees; or (c) any event on or within the common areas, whatever the cause. Landlord's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Tenant or for Tenant's intentional misconduct.

**12. 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.

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.

**13. Insurance.** Tenant must maintain in effect a commercial general liability insurance policy providing coverage for the Premises, including without limitation all common areas, with policy limits of not less than **\$500,000** per person and **\$1,000,000** per occurrence, exclusive of defense costs and without any provision for a deductible or self-insured retention.

Tenant must maintain in effect a property insurance policy on a special cause of loss form covering Tenant's personal property, trade fixtures, and improvements to their full replacement cost, without deduction for depreciation. The insurance must include coverage for loss of profits or business income and reimbursement for extra expenses incurred as the result of damage or destruction to all or a part of the Premises.

All insurance policies that Tenant is required to maintain must be written by carriers who are authorized to write insurance in Michigan and have an AM Best Company rating of not less than A-VIII. Any commercial general liability policy that Tenant is required to maintain will (a) name Landlord as an additional insured using ISO form CG 20 26 11 85 without modification; (b) be endorsed to provide that it will not be canceled or materially changed for any reason except on 30 days' prior written notice to Landlord; (c) provide coverage to Landlord whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions, or negligence of Landlord; (d) all policies must be primary, with the policies of Landlord and Landlord's Mortgagees being excess, secondary, and noncontributing; and (e) Tenant shall reinstate any aggregate limit that is reduced because of losses paid to below 75 percent of the limit required by this Lease. Landlord and Tenant will require their property insurance policies to include a clause or an endorsement allowing Landlord and Tenant to release each other from any liability to each other or anyone claiming through or under them by way of subrogation or otherwise, for any loss resulting from risks insured against. If any policy that Tenant is required to maintain is written on a claims-made insurance form, each policy must have a retroactive date that is not later than the Commencement Date. Furthermore, if insurance coverage is written on a claims-made basis, Tenant's obligation to provide insurance will be extended for an additional period equal to the statute of limitations for such claims on the Expiration Date, plus one year. Insurance may be provided in the form of blanket insurance policies covering properties in addition to the Premises or entities in addition to Tenant. All blanket policies must provide that the overall

aggregate limit of liability that applies to Landlord or the Premises is independent from any overall or annual aggregate that applies to other entities or properties.

At Landlord's option, Tenant must deliver either certificates of insurance or the original policies to Landlord before the Commencement Date, together with receipts evidencing payment of the premiums. Tenant must deliver certificates of renewal for the policies to Landlord not less than 30 days before their expiration dates.

This Lease requires Tenant to obtain insurance to cover any claim for loss resulting from fire or other casualty. Landlord and Tenant will each look to its own insurance for the recovery of insured claims. Landlord and Tenant release one another from insured claims. Landlord and Tenant waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance in accord with this Lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

**14. 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. Tenant may terminate this lease if the premises are damaged and destroyed and cannot be used for an extended period of time beyond 30 days.

**15. 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.

**16. 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.

**17. 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.

**18. Remedies.** Default means (a) Tenant's failure to pay Rent within 30 days of its due date; (b) Tenant's failure to perform any covenant or condition of the Lease for



60 days following a demand by Landlord, plus any additional time that is necessary to cure the Default, as long as Tenant commences a cure within the 60 day period and diligently pursues the cure; (c) Tenant's filing of a petition for bankruptcy, reorganization, liquidation, dissolution, or similar relief; (d) any proceeding filed against Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief that is not dismissed within 90 days after filing; (e) the appointment of a trustee, receiver, or liquidator for Tenant or a substantial part of Tenant's property; or (f) Tenant's abandonment of the Premises.

Landlord has the power to terminate this Lease and evict Tenant upon the occurrence of a Default. Landlord will exercise this power by the delivery of a notice of termination. The termination is effective on the 30<sup>th</sup> day following delivery of the notice to Tenant. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of the Default or any breach. It is within the contemplation of the parties that such damages include (a) the difference between the contract rent and the market rent through the remainder of the original Term; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; (c) the estimated cost of restoring the Premises to their original condition; (d) any commissions paid to re-lease the Premises; and (e) any other damages identified in this Lease.

Tenant waives any right to possession of the Premises after eviction. Despite eviction, Tenant remains fully obligated for the payment of Annual Base Rent prior to the date of eviction.

The remedies provided to Landlord under this Lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law. If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's reasonable costs and attorney fees. Landlord and Tenant knowingly and voluntarily waive trial by jury in any action (a) to enforce this Lease; (b) to evict Tenant from the Premises; or (c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.

**19. 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.

**20. 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;

(c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing; and 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.

**21. 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.

**21. 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

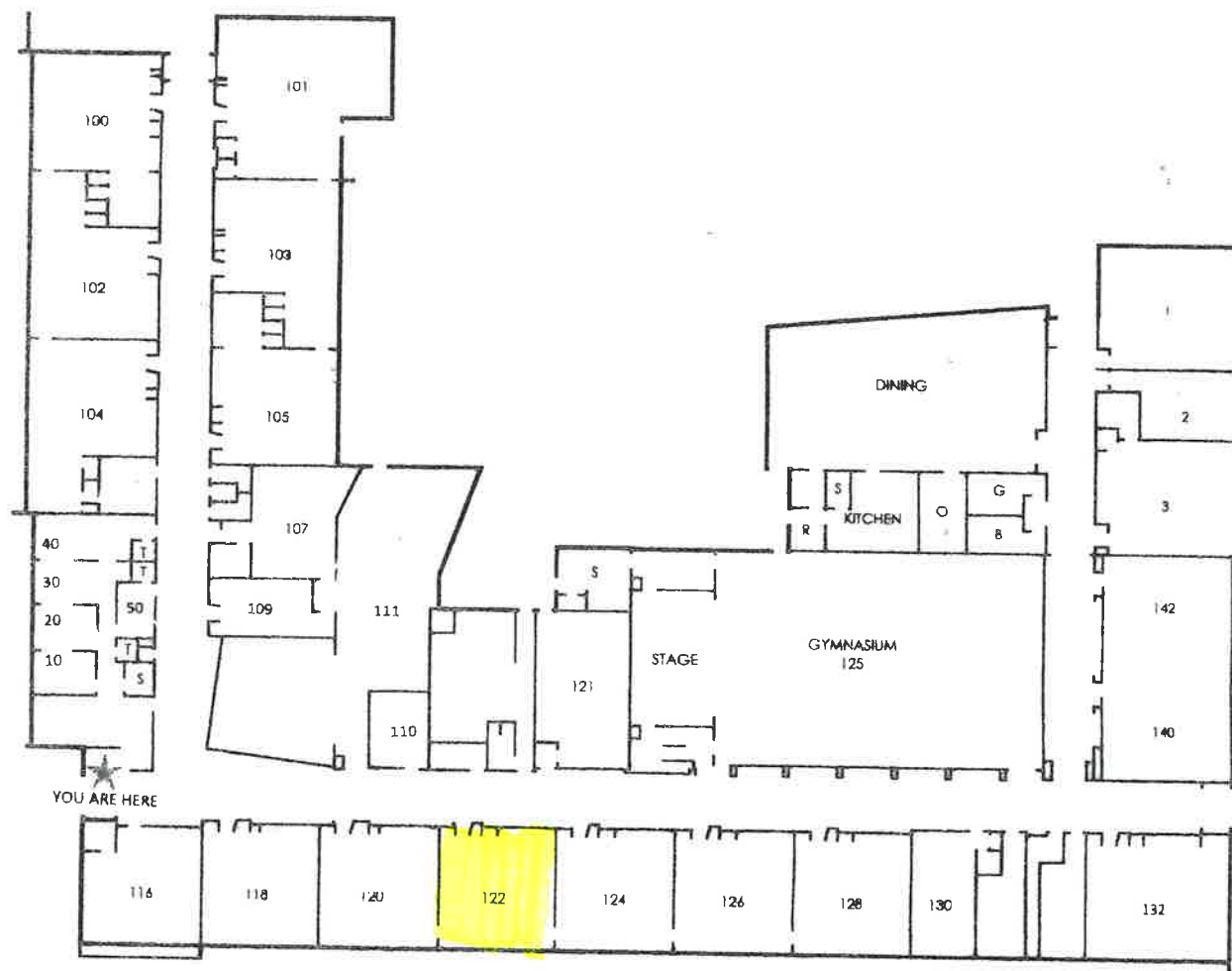
By \_\_\_\_\_

Its \_\_\_\_\_

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

Rm #	Type	Status	Sq. Ft.	Sq. Ft. Price
1	Class Room		1,057	\$9.00
2	Office		405	\$9.00
3	Classroom	Daycare Coop	974	\$8.00
4	Dining	Shared	2,513	\$9.00
10	Office	Our House	120	\$9.00
20	Office	Our House	128	\$9.00
30	Office		128	\$9.00
40	Open Office	Our House	242	\$9.00
50	Office	Carly's Lash Ext.	100	\$10.00
100	Classroom	Bottles & Backpacks	850	\$8.00
101	Classroom	YMCA Childcare	1,309	\$8.00
102	Classroom	Bottles & Backpacks	934	\$8.00
103	Classroom	YMCA Childcare	850	\$8.00
104	Classroom	Bottles & Backpacks	934	\$8.00
105	Classroom	YMCA Childcare	934	\$8.00
107	Office		560	\$10.00
108	Media Center		2800	\$10.00
109	Office		420	\$9.00
110	Office	Antioch	220	\$9.00
116	Classroom	YCS Clothes Closet	775	N.A.
118	Classroom	YCS Clothes Closet	859	N.A.
120	Classroom		859	\$9.00
121	Classroom	Antioch	831	\$9.00
122	Classroom	Camp Zip	859	\$8.00
124	Classroom		859	\$9.00
126	Classroom		859	\$9.00
128	Classroom	Garden Grow	859	\$0.00
130	Office	Energy Manager Office	440	N.A.
132	Classroom	Salvation Army Back Pack	972	\$0.00
140/142	Classroom	First Congregation Church	1664	\$9.00

## Chapelle Business Center



**Enclosure #6B.v**  
**APPROVAL OF LEASE WITH YPSILANTI PRESCHOOL COOPERATIVE**  
**Chapelle School**  
**Meeting of 12/3/2018**  
*Presented by Steven Burgess*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

Ypsilanti Preschool Cooperative provides preschool programming for coop members. They would like to rent Classroom #3 at Chapelle School to operate their program. This is a one-year lease with an option to renew for an additional year.

*One-Year Lease Term: December 1, 2018 – November 30, 2019*

**Proposed Motion**

***“ .... move that the Board of Education approve the one-year lease at Chapelle School with Ypsilanti Preschool Cooperative with an option to renew for an additional year, with a first lease year of December 1, 2018 – November 30, 2019.”***

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

\$7,800 in Annual Rent; \$528 in Annual Utilities

**Attachments:**

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

### **Expense Escalation Lease, Multitenant Building**

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

1. Basic lease definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means December 1, 2018.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice & Payment Address means 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means **Ypsilanti Preschool Cooperative** herein after Tennant.
- e. Tenant Notice Address means 111 S. Wallace, Ypsilanti, MI 48197.
- f. Premises means Room 3 as marked and highlighted on attached Addendum 1 (Map of Building).
- g. Building means the Chapelle Elementary School Building located at 111 S Wallace Blvd, Ypsilanti, MI 48197.
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means 974 rentable square feet, which does not include an allocated percentage of the common areas. Rental Rate is \$8.00 per square foot.
- j. Term means one Lease Year with an option to renew for an additional year, such option requires a one month notice by tenant in writing prior to the end of the first lease year.
- k. First Lease Year means the period beginning on **December 1, 2018**, and ending on **November 30, 2019**.
- l. Commencement Date means \_\_\_\_\_.
- m. Expiration Date means \_\_\_\_\_, or \_\_\_\_\_, should tenant exercise its right to extend an additional year.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$7,800.00



p. Monthly Installment of Base Rent means \$650. Monthly installment of calculated utilities = \$44 ***Total rent and utilities payment per month is \$694.00.***

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. doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, ceiling tiles etc.)

q2. Utilities (1.79% of the average of electric, gas, sewer and water calculated from 2014 – 2016, i.e. \$29,850 = \$534.00 annually or \$44 monthly)

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

r. Proportionate Share means 1.79%.

s. Base Year means 2018.

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

u. Security Deposit means an additional \$650.

v. Designated Use means preschool activities.

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

x. Tenant is responsible for providing cleaning & pest management within their leased spaces.

**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 less. Landlord agrees to remodel three restrooms adjacent to leased space, empty contents of the offices, install directory signage, and replace ceiling tiles.

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. Landlord agrees to give the tenant the 90 days of intent to exercise its right described in this section for areas in the building that are leased by the tenant. No such notice need be given in areas of the building that are not leased by the tenant.

**3. Term.** The Term means 1 Lease Year with an option to renew for one additional year. The right to renew for an additional year shall continue from year to year; however, year three the rent shall increase from \$8 a square foot to \$9 a square foot, and year four from \$9 a square foot to \$10 a square foot. Should utilities increase those increase would also apply at the proportionate share. Landlord retains the right to cancel this lease after year two, but must provide tenant a minimum of 90 days' notice before the lease year ends beginning year three. This right to cancel supersedes tenant's right to renew. 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. 1% of maintenance expenses for equipment that services the tenants leased premises and 100% of maintenance expenses for repairs to the leased premises it occupies. Cost for repairs will be due net 30 days after invoice.

**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. Services.** Landlord will furnish heat and air-conditioning during normal business hours (6:00 a.m. to 8:00p.m., Monday through Friday, and Saturday & Sunday 6a.m. to 5 p.m.; 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. Cleaning will be performed once per week of common areas. If greater frequency is desired tenant may choose to supplement the cleaning but must do so at its own expense.

Tenant shall be required to utilize the signage made available by Landlord e.g. Directory Signage & Main Building Sign only. No other signage may be posted without the discretionary consent of the Landlord.

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.

**8. 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 – provided landlord has given the required 90 day notice prior to the current lease year expiration date. 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.

**9. 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. 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 upon 24-hour notice.

**10. 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.

**11. Mutual 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. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees; or (c)

any event on or within the common areas, whatever the cause. Landlord's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Tenant or for Tenant's intentional misconduct.

**12. 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.

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.

**13. Insurance.** Tenant must maintain in effect a commercial general liability insurance policy providing coverage for the Premises, including without limitation all common areas, with policy limits of not less than **\$500,000** per person and **\$1,000,000** per occurrence, exclusive of defense costs and without any provision for a deductible or self-insured retention.

Tenant must maintain in effect a property insurance policy on a special cause of loss form covering Tenant's personal property, trade fixtures, and improvements to their full replacement cost, without deduction for depreciation. The insurance must include coverage for loss of profits or business income and reimbursement for extra expenses incurred as the result of damage or destruction to all or a part of the Premises.

All insurance policies that Tenant is required to maintain must be written by carriers who are authorized to write insurance in Michigan and have an AM Best Company rating of not less than A-VIII. Any commercial general liability policy that Tenant is required to maintain will (a) name Landlord as an additional insured using ISO form CG 20 26 11 85 without modification; (b) be endorsed to provide that it will not be canceled or materially changed for any reason except on 30 days' prior written notice to Landlord; (c) provide coverage to Landlord whether or not the event giving rise to

the claim is alleged to have been caused in whole or in part by the acts, omissions, or negligence of Landlord; (d) all policies must be primary, with the policies of Landlord and Landlord's Mortgagees being excess, secondary, and noncontributing; and (e) Tenant shall reinstate any aggregate limit that is reduced because of losses paid to below 75 percent of the limit required by this Lease. Landlord and Tenant will require their property insurance policies to include a clause or an endorsement allowing Landlord and Tenant to release each other from any liability to each other or anyone claiming through or under them by way of subrogation or otherwise, for any loss resulting from risks insured against. If any policy that Tenant is required to maintain is written on a claims-made insurance form, each policy must have a retroactive date that is not later than the Commencement Date. Furthermore, if insurance coverage is written on a claims-made basis, Tenant's obligation to provide insurance will be extended for an additional period equal to the statute of limitations for such claims on the Expiration Date, plus one year. Insurance may be provided in the form of blanket insurance policies covering properties in addition to the Premises or entities in addition to Tenant. All blanket policies must provide that the overall aggregate limit of liability that applies to Landlord or the Premises is independent from any overall or annual aggregate that applies to other entities or properties.

At Landlord's option, Tenant must deliver either certificates of insurance or the original policies to Landlord before the Commencement Date, together with receipts evidencing payment of the premiums. Tenant must deliver certificates of renewal for the policies to Landlord not less than 30 days before their expiration dates.

This Lease requires Tenant to obtain insurance to cover any claim for loss resulting from fire or other casualty. Landlord and Tenant will each look to its own insurance for the recovery of insured claims. Landlord and Tenant release one another from insured claims. Landlord and Tenant waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver remains effective despite either party's failure to obtain insurance in accord with this Lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

**14. 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. Tenant may terminate this lease if the premises are damaged and destroyed and cannot be used for an extended period of time beyond 30 days.

**15. 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.

**16. 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.

**17. 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.

**18. Remedies.** Default means (a) Tenant's failure to pay Rent within 30 days of its due date; (b) Tenant's failure to perform any covenant or condition of the Lease for 60 days following a demand by Landlord, plus any additional time that is necessary to cure the Default, as long as Tenant commences a cure within the 60 day period and diligently pursues the cure; (c) Tenant's filing of a petition for bankruptcy, reorganization, liquidation, dissolution, or similar relief; (d) any proceeding filed against Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief that is not dismissed within 90 days after filing; (e) the appointment of a trustee, receiver, or liquidator for Tenant or a substantial part of Tenant's property; or (f) Tenant's abandonment of the Premises.

Landlord has the power to terminate this Lease and evict Tenant upon the occurrence of a Default. Landlord will exercise this power by the delivery of a notice of termination. The termination is effective on the 30<sup>th</sup> day following delivery of the notice to Tenant. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of the Default or any breach. It is within the contemplation of the parties that such damages include (a) the difference between the contract rent and the market rent through the remainder of the original Term; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; (c) the estimated cost of restoring the

Premises to their original condition; (d) any commissions paid to re-lease the Premises; and (e) any other damages identified in this Lease.

Tenant waives any right to possession of the Premises after eviction. Despite eviction, Tenant remains fully obligated for the payment of Annual Base Rent prior to the date of eviction.

The remedies provided to Landlord under this Lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law. If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's reasonable costs and attorney fees. Landlord and Tenant knowingly and voluntarily waive trial by jury in any action (a) to enforce this Lease; (b) to evict Tenant from the Premises; or (c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.

**19. 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.

**20. 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.

**21. 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 Breach 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.

**21. 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: \_\_\_\_\_

**Enclosure #6C.i**  
**APPROVAL OF ATHLETICS COACHING SALARY SCALE**  
**Meeting of 12/3/2018**  
*Presented by Sue McCarty*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

Athletic Director Lawrence Reeves completed the research to adhere to due diligence and best practice standards to determine the attached salary scale for coaching staff by:

- *Collecting data from surrounding like districts*
- *Customizing the proposed YCS scale to best fit into our financial structure*
- *Creating a general salary scale*

The purpose of the proposed salary scale is to enable the Athletic Department to recruit, retain and compensate coaches and assistant coaches using a formalized standard salary scale. This will allow compensation for coaches and assistant coaches whether they are District employees or outside agency staff.

The salary scale will place internal controls on athletic spending and enable Business Office staff to include payroll a foundation for payments. Chief Financial Officer Dr. Edwina Hill has verified that the funds are included in the 2018/19 budget.

**Proposed Motion**

***“ .... move that the Board of Education approve the proposed Athletics pay scale for use beginning January 1, 2019 to compensate coaches and assistant coaches.”***

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

\$66,500 for Winter Sports: General Fund  
 Spring Sports To Be Determined

**Attachments:**

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

# COACHING SALARY SCALE

## Effective January 1, 2019

### Football, Basketball, Baseball, Softball, Wrestling

Scale A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	4500	5000	5500	6000	6500	7500	8000	9000
Varsity Assistant	2500	2650	2800	3000	3200	3500	4000	4500
JV Coach	2500	2500	2500	3000	3000	3000	3500	4000
Freshmen Coach	2000	2000	2000	2500	2500	2500	2500	3000
Middle School	2000	2000	2000	2500	2500	2500	2500	3000

### Volleyball, Track, Soccer, Swimming

Scale B	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	4000	4250	4500	5000	5000	6000	6500	7200
Varsity Assistant	2000	2000	2000	2500	2500	2700	3000	3500
JV Coach	2000	2000	2500	2500	2500	2700	3000	3500
Freshmen Coach	2000	2000	2500	2500	2500	2700	3000	3500
Middle School	2000	2000	2000	2500	2500	2500	2500	3000

### Tennis, Golf, Cheer, Cross Country

Scale C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach	3000	3200	3500	3600	3800	4000	4500	5000
Varsity Assistant	2000	2000	2000	2500	2500	2700	3000	3500
JV Coach	2000	2000	2000	2500	2500	2700	3000	3500
Freshmen Coach	2000	2000	2000	2500	2500	2700	3000	3500
Middle School	2000	2000	2000	2500	2500	2700	3000	3500

Step 1 – 1- 2 years at YCS Coach

Step 2 – 3-4 years as YCS Coach

Step 3 – 5-6 years as YCS Coach

Step 4 – 7-8 years as YCS Coach

Step 5 – 9-10 years as YCS Coach

Step 6 – 11-12 years as YCS Coach

Step 7 – 13-14 years as YCS Coach

Step 8 - 15 years and beyond as YCS Coach



# EDUStaff Coach Roster

Ypsilanti Athletics Coaches Payroll

District: Ypsilanti Community Schools

Season: Winter 2018-2019

Athletic Director: Lawrence Reeves

Email Address: [lreeves9@yschools.us](mailto:lreeves9@yschools.us)

Phone #: 734-221-1008

Last Name	First Name	Sport / Position	Budget/Account/GL Code	Contract Start Date	Contract End Date	# Hrs / Week	Salary	Pay Source	First Pay Date	2nd Pay Date
Brooks	Steven	V Boys Basketball/Head Coach	11.1293.1560.000.00000.2100	11/5/2018	3/15/2019	20	\$9,000	YCS	1/14/2019	3/15/2019
Brooks	Ryan	V Boys basketball/Assistant	11.1293.1560.000.00000.2100	11/5/2018	3/15/2019	20	\$3,000	YCS	1/15/2019	3/15/2019
Allen	Stephan	JV Boys Basketball/Head Coach	11.1293.3190.000.00000.2100	11/5/2018	3/15/2019	20	\$4,000	Edustaff	1/11/2019	3/9/2018
Smith	Courtney	FR Boys Basketball/Head Coach	11.1293.1560.000.00000.2100	11/5/2018	3/15/2019	20	\$2,000	YCS	1/15/2019	3/15/2019
Harmon	Kareem	MS Boys Basketball/Coach	11.1293.3190.000.00000.2100	11/5/2018	12/17/2019	20	\$2,000	Edustaff	11/30/2018	12/28/2018
Brown	Bryant	MS boys Basketball/Coach	11.1293.3190.000.00000.2100	11/5/2018	12/17/2019	20	\$2,000	Edustaff	11/30/2018	12/28/2018
Scott	Dwayne	V Girls Basketball/ Head Coach	11.1293.1560.000.00000.2100	11/12/2018	3/15/2019	20	\$6,500	YCS	1/15/2019	3/15/2019
Dykes	Jason	V Girls Basketball/Asst. Coach	11.1293.3190.000.00000.2100	11/12/2018	3/15/2019	20	\$2,500	Edustaff	1/11/2019	3/9/2018
Swanson	Vonyea	JV Girls Basketball/Coach	11.1293.3190.000.00000.2100	11/12/2018	3/15/2019	20	\$2,500	Edustaff	1/11/2019	3/9/2018
Bond	Lonjyo	JV Girls Basketball/Asst. Coach	11.1293.3190.000.00000.2100	11/12/2018	3/15/2019	20	\$2,000	Edustaff	1/11/2019	3/9/2018
Ruffin	Claundell	Wrestling/Head Caoch	11.1293.3190.000.00000.2100	11/12/2018	3/4/2019	20	\$9,000	Edustaff	1/11/2019	3/9/2018
Kelley	James	Wrestling/Asst. Coach	11.1293.3190.000.00000.2100	11/12/2018	3/4/2019	20	\$4,500	Edustaff	1/11/2019	3/9/2018
Alicia	Webber	MS Swimming/Head Coach	11.1293.1560.000.00000.2100	11/12/2018	1/15/2019	20	\$2,500	YCS	12/15/2018	1/15/2019
Carter	Cinque	MS Wrestling/Head Coach	11.1293.3190.000.00000.2100	1/7/2019	2/19/2019	20	\$2,500	Edustaff	1/25/2019	2/22/2019
Hardy	Shajuan	MS Cheer/Head Coach	11.1293.3190.000.00000.2100	11/5/2018	12/17/2018	20	\$2,000	Edustaff	11/30/2019	12/28/2019
Mack	Destiny	Competitive Cheer/Head Coach	11.1293.3190.000.00000.2100	11/5/2019	12/17/2018	20	\$3,000	Edustaff	1/14/2019	3/15/2018
Daniels	Isaiah	MS Girls Basketball/Coach	11.1293.1560.000.00000.2100	1/7/2019	2-Mar	20	\$2,000	YCS	1/31/2019	2/15/2019
TBD	TBD	MS Girls Basketball/Coach	11.1293.3190.000.00000.2100	1/17/2019	3/2/2018	20	\$2,000	YCS	1/31/2019	2/15/2019
Henriksen	Aaron	Boys Swimming/Coach	11.1293.1560.000.00000.2100	11/12/2018	2/17/2018	20	\$3,500	YCS	1/15/2019	3/15/2019
							\$66,500			



**Enclosure #10**  
**REQUEST FOR CLOSED SESSION SECTION 8(h) OMA**  
***Attorney-Client Privilege***  
**Meeting of 12/3/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action – Roll Call <input type="checkbox"/> Action – Voice Ayes _____ Nays _____ <b>2/3 Roll Call Vote</b>		Celeste Hawkins	Meredith Schindler	Brenda Meadows	Ellen Champagne	Sharon Lee	Maria Sheler- Edwards	Sharon Irvine
	1 <sup>st</sup> /2 <sup>nd</sup>							
	Aye							
	Nay							
	Abstain							

**Rationale/Background Information**

In accordance with Michigan's Open Meetings Act (OMA), enacted in 1976 as 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 to consider a matter of *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 Privilege matter."***

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

**Attachments:**

Distribution by Board President Irvine

☐ Enclosed    ☐ Distributed Previously    ☒ To Be Distributed Separately    ☐ None

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

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