



**Monday, September 24, 2018**  
**6:30 p.m. – Regular Meeting** (Meeting #2 of 2)

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:** *Ypsilanti STEMM Middle College – Cory Gildersleeve, Principal*  
**ACHIEVEMENTS, AWARDS AND RECOGNITION**

- *Robotics Team/Middle College Program Showcase (Houston & Detroit World Championships and trip to China) - D. Scott Heister, YCHS FIRST Robotics Program Lead Mentor. Video available: <https://youtu.be/2zeusPMkuvs>*

**II. ACCEPTANCE OF AGENDA**

**III. PRESENTATION**

- *Achieving Career & College Education (ACCE) Middle School 2018/19 Pilot Program (Enc. #3)*  
*Jonathan Royce, Principal | ACCE*  
*Seth Petty, Principal | Ypsilanti Community Middle School*

**IV. PUBLIC COMMENTS #1**

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

- A. August 21, 2018 Special Meeting Minutes
- B. September 10, 2018 Regular Meeting Minutes
- C. September 10, 2018 Closed Session #1 Meeting Minutes
- D. September 10, 2018 Closed Session #2 Meeting Minutes
- E. New Hires & Resignations

**VI. ACTION ITEMS**

**A. Student Affairs**

- i. Apex Learning (Enc. #6A.i)
- ii. GSRP Contract (Enc. #6A.ii)

**B. Business/Finance**

- i. Lease: Jesus International Ministry Network (Enc. #6B.i)

**C. Human Resources**

- i. Administrative Contract, *Director of Business & Finance* (Enc. #6C.i)
- ii. Administrative Contract, *Director of Human Resources* (Enc. #6C.ii)

**D. Other**

- i. Donation: *Huron Valley Correctional Facility* (Enc. #6D.i)

**VII. PUBLIC COMMENTS #2**

Continued on Next Page ...

**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. \*RESOLUTION:** *Proposed Sale of Former Kaiser School* (Enc. #12)

**XIII. ADJOURNMENT**

*\*Action Item*

# ACCE Middle School Program



# Guiding Questions

- What is the intended purpose for the ACCE\_MS Pilot Program?
- What is the goal of the ACCE\_MS Pilot Program and how is it aligned to the DIP and the DN?
- What is needed to see that the ACCE\_MS Pilot Program is successful?
- What is the impact of the ACCE\_MS Pilot Program on middle school students, parents and the overall community?
- What roadblocks or challenges exist to have a successful ACCE\_MS Pilot Program?
- How can the Board of Education help?



# Exit from YCMS to ACCE\_MS

## Student Eligibility

### Academic

- Failing Classes:
  - 3 or more Core classes, multiple marking periods
  - Low achievement growth evidenced on the NWEA/MStep
- Considerations will be given to standardized assessments

### Attendance:

- 3 or more classes with 20+ absences for a school year
- Excessive tardies
  - 10 or more in 3+ classes
  - 15 or more in any one class

### Behavior:

- 20 or more days suspended
- 5 or more suspensions

**NOTE:** In some cases, alternative criteria may be considered based on extenuating circumstances



# ACCE Entry with Academic Supports

- Smaller class sizes 1:(10-15) Ratio
- Independent Learning Plan
  - Ambitious Teaching support for struggling students
  - Guided Reading Program LLI
- Remediation support
  - Read 180
  - Math 180
- Exposed to core academic curriculum
  - MAISA (ELA)
  - IQWST (Science)
  - Big Ideas for (Math)
  - Teach TCI (Social Studies)



# ACCE\_MS Social Emotional/Executive Function Support

- Social Worker 31a
  - Daily SSW support groups to support with trauma and violent experiences, i.e., incarceration
- Required Social Support Services in Coordination with Juvenile Courts
- A Record of Violent and Combative Behavior
- Behavior Interventionist
- Restorative Practices
- Peer Mediation
- Wellness Circles
- Yoga
- ACCE Amazing Race (team building)
- Emotional Health 101 (anger management, conflict resolution)
- Leadership 101 (attitude, work ethic, skill set)
- CICO - Check In Check Out





# New students entering into the 7th Grade 2018-19

| Student Number | NWEA Score-ELA (214) | M-Step (1600) | Referral Count |
|----------------|----------------------|---------------|----------------|
| 310874         | 206                  | 1563          | 16             |
| 103419         | 188                  | 1542          | 35             |
| 103613         | 204                  | 1571          | 26             |
| 102809         | 199                  | NT            | 13             |
| 103744         | 209                  | 1544          | 9              |
| 106964         | 190                  | 1549          | 20             |
| 102620         | 200                  | 1559          | 25             |
| 103170         | 207                  | 1577          | 5              |

| Student Number | NWEA Score-ELA (214) | M-Step (1600) | Referral Count |
|----------------|----------------------|---------------|----------------|
| 102824         | 201                  | 1552          | 24             |
| 103684 (IEP)   | 187                  | NT            | 26             |
| 311005(IEP)    | 180                  | NT            | 11             |
| 102659         | 217                  | 1564          | 20             |
| 103580         | 199                  | 1547          | 12             |
| 310763         | 194                  | 1564          | 16             |
| 103466(IEP)    | 185                  | NT            | 10             |
| 102703         | 193                  | 1573          | 14             |



# New students entering into the 8th Grade 2018-19

| Student Number | NWEA Score-ELA (216.9) | M-Step (1700) | Referral Count |
|----------------|------------------------|---------------|----------------|
| 311241         | 189                    | 1651          | 13             |
| 102527         | 195                    | N/A           | 3              |
| 102635(IEP)    | 210                    | 1680          | 19             |
| 102577         | 206                    | 1666          | 3              |
| 103483         | 194                    | 1662          | 9              |
| 102676(IEP)    | 196                    | 1644          | 6              |
| 109849(IEP)    | 195                    | 1667          | 9              |
| 102850         | 192                    | 1645          | 6              |

| Student Number | NWEA Score-ELA (216.9) | M-Step (1700) | Referral Count |
|----------------|------------------------|---------------|----------------|
| 102578         | 200                    | 1663          | 9              |
| 109595(IEP)    | 167                    | 1663          | 30             |
| 107158         | EB                     | EB            |                |
| 104239(IEP)    | 225                    | 1654          | 13             |
| 110510         | 198                    | 1644          | 10             |
| 109257         | 164                    | 1642          | 9              |
|                |                        |               |                |
|                |                        |               |                |

## Program Evaluation and Growth used by both schools to determine exit and entry after pilot program

|  | 2018 - 2019 | 2019-2020 |
|--|-------------|-----------|
| Average Enrollment                     |             |           |
| Attendance                             |             |           |
| Student Achievement Data               |             |           |
| Referrals                              |             |           |
| Suspensions-ISS                        |             |           |
| Suspensions-OSS                        |             |           |
| Number of Different Students Suspended |             |           |



# Advanced Exit Criteria

|                               | 4 – Advanced  |
|-------------------------------|---|
| <b>Executive Function</b>     | Student is completing and turning in work, able to organize assignments and keep track of papers. Student is managing class time effectively. |
| <b>Academics</b>              | Student maintains a 90 or higher in all of their classes. (elective and core?)  |
| <b>Attendance</b>             | Student has maintained a 90% daily attendance rate and has been late to school less than 3 times.   |
| <b>Behavior</b>               | Student follows classroom rules, procedures and norms 90% or more of the time.  |
| <b>Social &amp; Emotional</b> | Student is able to manage emotions in a timely manner. Student is a positive social leader of the school.                                     |



# Proficient Exit Criteria

|                               | 3 - Proficient   |
|-------------------------------|--|
| <b>Executive Function</b>     | Student is completing and turning in their work 80% of the time, but needs organizational and/or time management assistance. |
| <b>Academics</b>              | Student maintains an 80 or higher in all of their classes  |
| <b>Attendance</b>             | Student has maintained an 80% attendance rate and has been late less than 3 times.   |
| <b>Behavior</b>               | Student mostly follows classroom rules, procedures and norms.  |
| <b>Social &amp; Emotional</b> | Student is able to manage emotions about 80% of the time. Student is a positive social element of the school.                |



# Partially Proficient Exit Criteria

|                    | 2 - Partially Proficient  |
|--------------------|---|
| Executive Function | Student is struggling to complete and turn in work consistently, but is actively working to build an organized system to improve (or vice versa). |
| Academics          | Student maintains a 70 or higher in all of their classes  |
| Attendance         | Student has maintained a 70% rate, but has been late more than 3 times.   |
| Behavior           | Student struggles to follow classroom rules, procedures and norms.  |
| Social & Emotional | Student struggles with managing emotions, but can be redirected and has identified strategies and goals to improve.                               |





# Not Proficient Exit Criteria

|                               | 1 - Not Proficient   |
|-------------------------------|--|
| <b>Executive Function</b>     | Student is struggling to complete and turn in work, and needs assistance in organizational and time management skills. |
| <b>Academics</b>              | Student currently has a failing grade in all of their classes.   |
| <b>Attendance</b>             | Student's attendance and lateness continues to be a concern.   |
| <b>Behavior</b>               | Student does not yet follow classroom rules, procedures and norms.   |
| <b>Social &amp; Emotional</b> | Student does not yet have the ability to self-manage emotions and needs additional support from social worker/s/deans. |



# Re-Entry to YCMS from ACCE\_MS

- Improved Academic Performance as measured by Fall-Winter 2018 NWEA
- Quarterly Report Card Reviews with documented Growth
- Improved Reading Levels at or above Grade Level Proficiency Levels
- ACCE Weekly Progress Reports
- Student attendance rate of at least 95%
- Reduction in Disciplinary Log Entries
- Consistent Record of Social Work Support Services
- December Collaborative Meeting to Review Student Status Levels





# Current ACCE\_MS Academic Methods of Support

- MTSS
- Individualized Development Plan
- Small Group Instruction in all Content Areas
- Data Folders to Document Student Work



# Current ACCE\_MS Behavior Trends

30% Attendance - truancy (late & absences, staying in class for instruction)

90% Defiance/Insubordinate

25% Instigating Conflicts

30% Executive Functions Deficit - Impulse & Emotional Control



# Yearly Evaluation

- Community receives notification after 2nd Marking Period (@conference and by mail)
- After 3rd Marking Period, Student List is compiled
- Committee (Principal, Assistant Principal, Home Liaison, Community Liaison, Counselor, Dean of Students, Restorative Coach) convenes to review applicants
- Before year's end, student recommendations from YCMS and elementary principals; family notified
- Interview between committee and student (family)
- Selection of students



# Thank you.



**Enclosure #5**  
**APPROVAL OF CONSENT AGENDA**  
**Meeting of 9/24/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

|   |                                  |                 |                    |                |                 |            |                      |               |
|---|----------------------------------|-----------------|--------------------|----------------|-----------------|------------|----------------------|---------------|
| <input type="checkbox"/> <b>Discussion</b><br><input type="checkbox"/> <b>Action – Roll Call</b><br><input checked="" type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____ |                                  | 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. August 21, 2018 Special Meeting Minutes, *Board Workshop*
2. September 10, 2018 Regular Meeting Minutes
3. September 10, 2018 Closed Session #1 Meeting Minutes
4. September 10, 2018 Closed Session #2 Meeting Minutes
5. New Hires
6. Resignations

**Proposed Motion**

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

- 1) August 21, 2018 special meeting minutes;*
- 2) September 10, 2018 regular meeting minutes;*
- 3) September 10, 2018 closed session #1 meeting minutes;*
- 4) September 10, 2018 closed session #2 meeting minutes, and;*
- 5) the personnel matters as per the attached list dated September 19, 2018: New Hires and Resignations.”*

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

Human Resources List: All are Replacements

**Attachments:**

Closed Session Minutes

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

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

Tuesday, August 21, 2018

This was the first meeting with Alena Zachery-Ross presiding as Superintendent.

The **Special Meeting** of the Ypsilanti Community Schools Board of Education was called to order by President Sharon Irvine at 6:35 p.m. The Pledge of Allegiance was recited, led by President Irvine.

### MEMBERS OF THE BOARD OF EDUCATION PRESENT

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

### MEMBERS OF THE BOARD OF EDUCATION ABSENT

Trustee Sharon Lee

### ACCEPTANCE OF AGENDA: Accepted as Presented

*Motion by Schindler, supported by Hawkins*

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

### PUBLIC COMMENTS #1: None

**BOARD | SUPERINTENDENT COMMUNICATION:** Mary Kerwin, Senior Consultant/Michigan Association of School Boards (MASB) facilitated this work session. Deb Macon, Consultant/MASB was introduced, sharing ideas during this session. The work of this session was Board/Superintendent communication protocol.

Conversation also included discussion of the YCS Mission statement. A change was made to this statement, which is reflected below.

### ACTION ITEM, YCS Mission Statement Change

MOTION TO approve a change in the Mission Statement of YCS to: The purpose of YCS is to develop ~~happy~~ **mindful**, engaged students with the skill set, work ethic, and attitude to contribute to a community that honors diversity, equality and justice.

*Motion by Irvine*

*All Six Members Present Were in Agreement*

### PUBLIC COMMENTS #2

Amanda Smith commented on communication at previous YCS home event(s) (ie, YCS Yes!) and public events, and, on community perception.

### OTHER: None

### BOARD/SUPERINTENDENT COMMENTS

- Sheler-Edwards reminded Board members of the upcoming MASB Annual Leadership Conference.
- Meadows thanked Mary Kerwin for her work. Then, she checked in with Alena Zachery-Ross on her first week at YCS.
- Zachery-Ross shared activities from her first week as superintendent, along with upcoming events.

Meeting Adjourned: 8:55 p.m.  
Date Approved: \_\_\_\_\_

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

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DRAFT



**YPSILANTI COMMUNITY SCHOOLS**

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

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

**Monday, September 10, 2018**

The meeting was called to order by President Sharon Irvine at 6:35 p.m. The Pledge of Allegiance was recited, led by Holmes Elementary students and Holmes Lead Teacher, Stephanie Berry.

**MEMBERS OF THE BOARD OF EDUCATION PRESENT**

President Sharon Irvine, Secretary Maria Sheler-Edwards, Vice-President Dr. Celeste Hawkins, Treasurer Meredith Schindler, Trustee Brenda Meadows (6:45 arrival)

**MEMBERS OF THE BOARD OF EDUCATION ABSENT**

Trustee Ellen Champagne, Trustee Sharon Lee

**ACHIEVEMENTS, AWARDS AND RECOGNITION**

Holmes Points of Pride included: 1) Correlate 1 | Clearly Stated and Focused Mission; 2 & 3) | Correlate 3 | A Safe and Orderly Environment for Learning; 4) Correlate 4 | Climate of High Expectations for Success; 5) Correlate 6 | Opportunity of Learning and Student Time on Task; 6) Correlate 5 | Frequent Monitoring of Student Progress, and; 7) Correlate 7 | Positive Home/School Relationships.

**ACCEPTANCE OF AGENDA:** Accepted as Presented

*Motion by Schindler, supported by Sheler-Edwards*

*Action Recorded: 4/Yes; 0/No*

**PRESENTATIONS**

Blueprint Installation Update (technology issues; continued below): Superintendent Alena Zachery-Ross shared the district installed the Mechanical Level, the first phase, last year. The Mechanical Level of the Blueprint for Systematic Reconfiguration is for creating a new structure of coherent, aligned district and building systems to ensure success for all students. (Continued below.)

Athletic Handbook Update: Athletic Director Lawrence Reeves shared changes that were made to this version of the Athletic Handbook.

(Brenda Meadows arrives)

**PUBLIC COMMENTS #1**

*Debra Stevens* commented on transportation.

PRESENTATION (continued from above): Blueprint Installation Update: Zachery-Ross and Assistant Superintendent Dr. Sherrell Hobbs gave a PowerPoint presentation. Presentation included: 1) strategic thoughts for what is happening with Blueprint in the district; 2) what is the District Network (DN) and what it does; 3) communication; 4) talent management; 5) instructional infrastructure, and; 6) leadership network.

**CONSENT AGENDA**

MOTION TO approve the following: 1) August 7, 2018 revised Special Meeting Minutes, Meeting #1; 2) August 7, 2018 revised Special Meeting Minutes, Meeting #2; 3) August 13,

2018 revised Regular Meeting Minutes; 4) August 27, 2018 Regular Meeting Minutes, and; 5) the personnel matters as per the attached list dated September 5, 2018: New Hires and Resignations.

*Motion by Sheler-Edwards, supported by Schindler*  
*Action Recorded: 5/Yes; 0/No*

**ACTION ITEMS, Student Affairs**  
**Athletic Handbook**

MOTION TO approve the Athletic Handbook, as presented.  
*Motion by Schindler, supported by Hawkins*  
*Action Recorded: 5/Yes; 0/No*

**Washtenaw ISD as Fiscal Agency, CTE Perkins**

MOTION TO approve the the Cooperative Agreement dated September 10, 2018 with the Washtenaw ISD, who acts as fiscal agent for the Career and Technical Education programs.  
*Motion by Schindler, supported by Meadows*  
*Roll Call Vote: 5/0 Yes*  
*Yes: Meadows, Sheler-Edwards, Hawkins, Schindler, Irvine*

**PUBLIC COMMENTS #2: None**

**OTHER: None**

**BOARD/SUPERINTENDENT COMMENTS**

- Irvine commented on the team/volunteers of the Back-to-School Bash and the recent event.
- Sheler-Edwards inquired on the number of backpack donations. *Taryn Reid*, Marketing/Communication Coordinator stated about 1,000 were donated (many more than were donated last year); about 900 were given to students.
- Meadows inquired on the extra backpacks. *Reid* said they will be used for families who may need them, or they will be kept for next year. *Reid* also shared a donation received from the Huron Valley Correctional Facility; the donation will be forthcoming to the Board for approval.
- Irvine commented on Opening Day at Ypsilanti Community Middle School (YCMS). Stronger together.
- Zachery-Ross spoke of YCMS Opening Day, crediting Principal Petty and his team for the success of Opening Day.
- Irvine thanked those who attended the WIMA/WIHI ribbon cutting ceremony. She spoke of this partnership and our kids.
- Hawkins commented on the WIMA/WIHI ceremony and the Back-to-School Bash.

**REQUEST FOR CLOSED SESSION – Section 8 (h) OMA, Attorney-Client Privilege**

MOTION TO convene in closed session under Section 8(h) of the OMA to consider an attorney-client privilege.

*Motion by Meadows, supported by Schindler*  
*Roll Call Vote: 5/0 Yes*  
*Yes: Sheler-Edwards, Hawkins, Schindler, Meadows, Irvine*

The meeting was called to closed session at 7:28 p.m. The meeting reconvened to open session at 7:55 p.m.

**ACTION ITEM | RESOLUTION: *Proposed Sale of Kaiser School* -- Item Tabled To 9/24/18**

**REQUEST FOR CLOSED SESSION – Section 8 (h) OMA, Attorney-Client Privilege**

MOTION TO convene in closed session under Section 8(h) of the OMA to consider an attorney-client privilege.

*Motion by Hawkins, supported by Schindler*

*Roll Call Vote: 5/0 Yes*

*Yes: Sheler-Edwards, Hawkins, Schindler, Meadows, Irvine*

The meeting was called to closed session at 7:56 p.m. The meeting reconvened to open session at 8:19 p.m.

**ACTION ITEM | Settlement Agreement & Release**

MOTION TO: 1) approve the Settlement Agreement and Release as presented, and; 2) authorize the Superintendent to sign the agreement on behalf of the Board, in its current or substantially similar form.

*Motion by Sheler-Edwards, supported by Schindler*

*Roll Call Vote: 5/0 Yes*

*Yes: Meadows, Sheler-Edwards, Hawkins, Schindler, Irvine*

*Meeting Adjourned: 8:21 p.m.*

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

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

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

## Board of Education

[illegible]



**Enclosure #6A.i**  
**APPROVAL OF PURCHASE, Apex Learning**  
**Meeting of 9/24/2018**  
*Presented by Rob Cannon*  
*Prepared by Paula Gutzman*

|   |                                  |                 |                    |                |                 |            |                      |               |
|---|----------------------------------|-----------------|--------------------|----------------|-----------------|------------|----------------------|---------------|
| <input type="checkbox"/> <b>Discussion</b><br><input checked="" type="checkbox"/> <b>Action – Roll Call</b><br><input type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____ |                                  | 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**

The Apex Learning software 12-month license that we use for credit recovery is due to expire on October 2, 2018. Last year we had 300 licenses at a cost of \$100 per license. This is a total cost of \$30,000. This year we would like to renew our purchase of 300 licenses at a cost of \$100 per license. This will be a 12-month renewal agreement for the 2018-19 school year.

Apex is used at ACCE in both Tier I and Tier II. It is a vital component to the success of the program. In addition, it is also used at ACTech and STEMM for their students to recover credits. Attached is an Apex Learning Price Quote.

**Proposed Motion**

*" .... move that the Board of Education approve the Apex Learning purchase of a 12-month renewal of 300 licenses for 2018/19 for an amount not to exceed \$30,000."*

**Budget Impact:**    ☒ None    ☐ As follows:  
 31a At-Risk

**Attachments:**

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

## Apex Learning Price Quote

Ypsilanti Community Schools  
1885 Packard Rd  
Ypsilanti, MI 48197-1846



1215 4th Ave, Suite 1500  
Seattle, WA 98161

Attention: Rob Cannon

Ypsilanti Community Schools has requested a price quote from Apex Learning® for a digital learning solution. Apex Learning proposes the following digital curriculum and services to meet your goals and objectives.

| Digital Curriculum           | Unit                                       | Unit Price | Volume Discount | Discounted Unit Price | Quantity | Extended Price |
|------------------------------|--|------------|-----------------|-----------------------|----------|----------------|
| Comprehensive Courses        | 12-month Unlimited Enrollment Subscription | \$250.00   | 60%             | \$100.00              | 300      | \$30,000.00    |
| Digital Curriculum Sub-Total |  |            |                 |                       |          | \$30,000.00    |

|             |             |
|-------------|-------------|
| Total Price | \$30,000.00 |
|-------------|-------------|

Prices above do not include any applicable sales or other taxes. The above prices are valid for 60 days from 8/27/2018 unless stated otherwise.

If you choose to complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total price, credit card payment, or an executed Apex Learning contract. Please fax or e-mail the signed quote and a valid purchase order to the attention of **Ben Stavros at (206) 381-5601 or [salesdocs@apexlearning.com](mailto:salesdocs@apexlearning.com)**.

Payment of all invoices is due within 30 days of the invoice date. Payments via credit card are subject to a processing fee, equal to 3% of the amount charged to such card.

Please see Attachment A for information regarding the purchase of Apex Learning digital curriculum and services.

Thank you for your consideration of an Apex Learning digital learning solution.

|                    |               |                       |                |
|--------------------|---------------|-----------------------|----------------|
| _____<br>Signature | _____<br>Date | _____<br>Printed Name | _____<br>Title |
|--------------------|---------------|-----------------------|----------------|

**Attachment A**  
Purchasing Apex Learning Digital Curriculum and Services

**1. Comprehensive Courses**

**Unlimited Enrollment Subscriptions:** An Unlimited Enrollment Subscription provides access for a period of 12 months for one student enrolled in any number of Comprehensive Courses at one time. If a student completes or withdraws from all courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. Apex Learning counts the number of enrolled students if Unlimited Enrollment Subscriptions are purchased. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased.

**Additional Subscriptions:** Additional subscriptions may be purchased for access through the same order end date as the original order.

There are no credits or refunds for purchases of subscriptions to Comprehensive Courses.

**2. Course Materials**

Certain Comprehensive Courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for Comprehensive Courses and ALVS enrollments does not include any such course materials. The course materials list can be found at [http://www.apexlearning.com/documents/materials\\_list.pdf](http://www.apexlearning.com/documents/materials_list.pdf).

Required and optional books may be purchased from Apex Learning at either the per set or per book price at the time of purchase as stated on Apex Learning's course materials list. The price for books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

**3. Parental Consent**

The client is responsible for obtaining any necessary parental consent for each student to use Apex Learning digital curriculum.

**4. Laboratory Activities**

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

**5. Professional Development**

**Scheduling:** Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed contract and must be scheduled at least 2 weeks in advance of the delivery date.

**Cancellations:** If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses at the time that onsite professional development session is delivered.

**Expiration:** Professional development must be delivered prior to the order end date. There are no credits or refunds for unused professional development sessions.



**Enclosure #6A.ii**  
**APPROVAL OF CONTRACT, 2018/19 GSRP**  
**Meeting of 9/24/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

|  |                                  |                 |                    |                |                 |            |                      |               |
|--|----------------------------------|-----------------|--------------------|----------------|-----------------|------------|----------------------|---------------|
| <input type="checkbox"/> Discussion<br><input checked="" type="checkbox"/> Action – Roll Call<br><input type="checkbox"/> Action – Voice<br>Ayes _____<br>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 is the Sub-Recipient Contract with the Washtenaw ISD for the Great Start Readiness Program (GSRP) services at YCS for 2018/19. The contract term is October 1, 2018 through September 30, 2019. The total reimbursement to be paid will not exceed the amount of \$1,315,712.50. There are 410 allocated slots.

**Proposed Motion**

***“ ... move that the Board of Education approve the 2018/19 Great Start Readiness Program Sub-Recipient Contract with the Washtenaw ISD for total reimbursement not to exceed the amount of \$1,315,713.”***

**Budget Impact:**    ☒ None    ☐ As follows:  
 Grant Funds: See Contract

**Attachments:**

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



**Great Start Readiness Program (GSRP) Sub-recipient Contract:  
2018-2019**

This is intended to be a contract between:

**Ypsilanti Community Schools**  
(hereinafter referred to as the sub-recipient)

And

**Washtenaw Intermediate School District (WISD)**  
1819 South Wagner, P.O. Box 1406  
Ann Arbor, MI 48106-1406

**TERM:**

The term of this contract shall be for a period of Twelve (12) months commencing upon **October 1, 2018** and shall continue through **September 30, 2019**.

**AGREEMENT:**

Washtenaw Intermediate School District (WISD) has been awarded a grant by the Michigan Department of Education under the authority of Public Act 85 of 2015, effective **October 1, 2018 – September 30, 2019**.

This grant was awarded to support the operation of Great Start Readiness Programs (GSRP) serving eligible four-year old children with high-quality preschool services within the Washtenaw Intermediate School District. WISD has determined that these programs and services are best delivered via a subcontract relationship with school districts, charter schools and community based organizations experienced in the operation of Great Start Readiness Programs. Thus, the model shall focus upon utilizing the expertise and resources within existing entities in order to provide an integrated, family-centered approach to preschool services and activities.

**WISD and the sub-recipient agree as follows:**

**I. GENERAL AGREEMENT:**

The sub-recipient shall, in a satisfactory manner as determined by WISD, and in accordance with all applicable laws, rules, policies and procedures as outlined in both the Michigan Department of Education's GSRP Implementation Manual and WISD's GSRP Policies and Procedures Manual perform the following functions:

- A. Operate GSRP Programs in accordance within the Michigan Department of Education requirements of at least 120 classroom contact days and the minimum number of operating hours per day for either a part-day or school-day program.

- B. Ensure that program operations meet all Michigan Department of Education and other pertinent regulations and management responsibilities.
- C. Maintain records and accounts as deemed necessary by the Grantee and Michigan Department of Education (7 years).
- D. Employ and/or contract for the services of qualified staff necessary to the operation of the program, meeting the required certification and other staff qualification requirements per Michigan Department of Education regulations.  
Sub-recipients unable to employ qualified GSRP staff must submit appropriate documentation to WISD for approval of staff placement prior to employment of GSRP staff. Failure to comply may result in staff termination. The sub-recipient also agrees to maintain appropriate GSRP staffing ratios at all times per Michigan Department of Education regulations and Michigan Department of Human Services' Child Care Licensing Rules.
- E. Provide suitable classroom, office, and activity space to comply with Michigan Department of Human Services' Child Care Licensing Rules. A current child care license is required to operate a GSRP classroom and other program-utilized space and it is the sub-recipient's responsibility to obtain and maintain this licensing in good order to be eligible for funds. If at any time, the sub-recipient loses their child care license or has their license changed to a provisional status, the sub-recipient must notify WISD immediately.
- F. Operate according to a pre-approved budget and submit requests for payment using the format and schedule provided by WISD.
- G. Agree that the total reimbursement to be paid hereunder will not exceed the amount of \$1,315,712.50 (\$3,371.25 per slot x 410 {0 part day, 210 school day, and 200 blended} slots minus \$3,500 per classroom) for all services rendered unless thereafter mutually amended by WISD and the sub-recipient. The sub-recipient will offer either part-day or school-day programming based on the slot allocation listed above.
- H. WISD will retain \$253.75 per slot and \$3,500 per GSRP classroom to provide the sub-recipient with the following supports and services:
  - Three (3) percent plus \$3,500 per classroom to provide:
    - Qualified Early Childhood Specialist support which includes Program Quality Assessment administration, monitoring, mentoring of staff, professional development support and child assessment support.
  - Two (2) percent for all administrative and financial support.
  - Two (2) percent for the joint recruitment and marketing system.
- I. The assigned slots shall be fully enrolled with eligible children **by November 1, 2018**. If the assigned slots are unfilled as of November 1, 2018 WISD reserves the right to reassign unused slots to another sub-recipient and transfer the annual per slot reimbursement award.
- J. Sub-recipients are responsible for submitting a detailed program budget for approval by WISD prior to requesting any reimbursements for expenses.
- K. The sub-recipient will assist WISD in meeting all goals, objectives, and reporting requirements of the grant.

## II. TERMS AND CONDITIONS

This Agreement is subject to all of the conditions and terms expressed below.

- A. Suspension/Termination of Agreement by the WISD:  
If the grant from the Michigan Department of Education under which this Agreement is funded is terminated or suspended, or it has been determined that the sub-recipient has not met the conditions of this Agreement, WISD shall have the right to suspend or terminate this Agreement by providing 30 days advance written notice to the sub-recipient and specifying the effective date thereof. Upon suspension/termination, WISD assumes full responsibilities under this grant with the Michigan Department of Education.
- B. Suspension/Termination of Agreement by the Sub-recipient:  
If the sub-recipient is unable or unwilling to satisfactorily comply with existing or additional conditions and terms as may be lawfully applied by the Michigan Department of Education, the sub-recipient may suspend or terminate the Agreement by providing 30 days advance written notice to WISD and specifying the effective date thereof. Upon suspension/termination, WISD assumes full responsibilities under this grant with the Michigan Department of Education.
- C. Reclamation of Property:  
In the event of termination by either party, all property, equipment, finished and unfinished documents, data, studies, and reports purchased with grant dollars or prepared by the sub-recipient under this or previous Agreement(s) shall, at the option of WISD and in accordance with all applicable State regulations, become the property of WISD. Sub-recipients are also required to maintain an up to date inventory of all equipment and supplies purchased with GSRP funds. A complete inventory list must be provided to WISD on an annual basis.
- D. Changes to the Agreement:  
WISD reserves the right to request changes in the scope of services to be provided by the sub-recipient under this Agreement. Such changes may be attributable to requirements of the Michigan Department of Education or requested by WISD for the good operation of the program. In the event of such a change, it will be discussed with the sub-recipient to achieve mutual understanding and agreement, before being incorporated as an amendment to this Agreement. In cases of a funding decrease imposed by the Michigan Department of Education, WISD reserves the right to unilaterally adjust the maximum amount of annual reimbursement accordingly.
- E. Disallowed Expenses:  
The sub-recipient may not expend funds provided under this Agreement for goods or services other than those necessitated by the provision of those programs and services stipulated under this Agreement and approved by the Michigan Department of Education.
- F. Prohibitions Against Discrimination:  
The sub-recipient shall ensure that no person shall be excluded from participation in, denied the proceeds of, or be subject to discrimination in any form as a result of the performance of this Agreement. The sub-recipient shall further ensure that no applicant, candidate, employee, or volunteer will be subject to discrimination in any form and that affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, age, gender, or disability.

- G. Local and State Laws: The sub-recipient shall comply at all times with all applicable laws, rules, ordinances, and codes of State and local governments.

### III. **PROGRAM AND SERVICES**

WISD and the sub-recipient agree to the following functions and responsibilities in order to provide high-quality, valuable preschool services under this Agreement:

- A. Enrollment:  
Children enrolled in a GSRP must be enrolled to MDE and WISD guidance for prioritization, eligibility, and enrollment criteria. The sub-recipient must maintain within the file of every enrolled child, a copy of the complete Interest Form provided by WISD. Additionally, if the sub-recipient is approved by WISD to enroll families over the GSRP income eligibility threshold, the sub-recipient will implement the sliding scale fee schedule, and must obtain pre-approval from WISD for each enrollment.
- B. Recruitment:  
The sub-recipient agrees to follow the joint recruitment process required by MDE and established by WISD. All joint recruitment efforts will be done in coordination with WISD Head Start delegates and partners. The sub-recipient agrees to ensure that all families begin the recruitment processing using the county-wide Preschool Interest Form system and to adhere to the recruitment and enrollment procedures provided by WISD.  
Recruitment of children shall be comprehensive and collaborative. The sub-recipient agrees to participate and support county wide joint recruitment efforts for Head Start and GSRP, to promote Head Start and GSRP services within their own service area and to distribute jointly development preschool marketing materials.  
The sub-recipient agrees that all children with disabilities and/or special needs shall be served with required accommodations and modifications as documented in the child's Individualized Education Plan (IEP).
- C. Monitoring:  
The sub-recipient shall permit on-site monitoring inspections by WISD or State of Michigan representatives and shall require its employees to furnish such information as, in the judgment of WISD or State of Michigan representatives, may be relevant to compliance with the Agreement and/or any directives applicable to the GSRP or to the effectiveness, legality, and achievements of the program. On-site monitoring could include both program and financial reviews. If a sub-recipient is found in non-compliance the sub-recipient will be placed on a compliance plan to ensure high quality preschool programming. If satisfactory improvement is not achieved, the sub-recipient can risk the loss of GSRP funding in subsequent program years.
- D. Reports:  
The sub-recipient shall submit financial, program, progress, evaluation, and other reports as required by WISD. The sub-recipient is responsible for maintaining a student data system which includes completing all necessary information set forth by the Center for Educational Performance and Information (CEPI) and the Michigan Student Data System (MSDS) for student tracking. Additionally, the sub-recipient will prepare reports in the format outlined by WISD for MSDS data submissions. WISD will be responsible for submitting all required sub-recipient GSRP information into MSDS and work collaboratively with the sub-recipient to ensure all data is correct and without error.



The sub-recipient shall furnish program-related reports to WISD by the deadlines established by WISD so that State of Michigan timeline requirements for data submissions will be met. WISD is responsible for completion and submission to the State of Michigan of all reports under the GSRP grant. Records will be made available for audit or inspection purposes and will be retained for a minimum of seven (7) years after the expiration of this Agreement, unless written permission to destroy them is received from both WISD and State of Michigan. As report deadlines and timelines may change annually, WISD will supply the sub-recipient with specific deadlines for all required reports.

E. Program Evaluation:

The sub-recipient is required to participate in the Great Start to Quality System (GSTQ), and secure a rating of 3 stars or higher. The expectation for all sub-recipients is that they will secure and maintain at least a 4 star rating by their second year of operation as a GSRP sub-recipient.

WISD will conduct a program evaluation using the online Program Quality Assessment (PQA) tool in accordance to State guidelines and submit PQA results to the Michigan Department of Education.

The sub-recipient agrees to secure and maintain a 4.0 or higher score on the Program Quality Assessment (PQA) in an effort to demonstrate high-quality services, with long-term goals of reaching a 4.5 or higher score on the PQA. WISD is responsible to submit such results to Michigan Department of Education, work in partnership with the sub-recipient to provide technical assistance, and to monitor quality improvement plans. WISD will provide the sub-recipient with a qualified Early Childhood Specialist in accordance to Michigan Department of Education requirements.

Failure to maintain a minimum rating of 4 stars within the GSTQ system and/or a minimum score of 4.0 on the PQA, will result in the sub-recipient being placed on a compliance plan for program quality improvement.

F. Parent Involvement / Education:

Parent education and involvement shall be an overriding theme of the GSRP. Strong focus shall be placed on child development, parental expectations, development of child self-esteem, child management techniques, and the importance of family literacy practices. Parent involvement activities must include, but are not limited to, the following:

- A minimum of two (2) parent-teacher conferences shall be held annually as well as two (2) home visitations by the child's teacher.
- Parent representation from each sub-recipient licensed site on the WISD School Readiness Advisory Council per Michigan Department of Education guidelines in order to include parents at the center of program decision-making. Each sub-recipient shall recruit at least one GSRP parent representative and one parent alternative per site, to serve on the School Readiness Advisory Committee.
- Parents shall be provided with both informational and educational services throughout the year.
- Linkages to human services, quality child care, support agencies in the community, mental health services, health services, and dental services.
- Sub-recipients will promote and encourage parent participation on the county-wide advisory council which meets quarterly.

G. Curriculum / Child Assessment/Child Screening:

The sub-recipient shall use an approved curriculum, child assessment tool and child screening set forth by the Michigan Department of Education. Both the approved curriculum and assessment tool shall be implemented following best-practices and with fidelity. Lessons shall be structured around the needs of the child and family. The sub-recipient shall, at minimum:

- Provide the Early Childhood Specialist with access to daily lesson plans for classroom operations as requested.
- Ensure that lesson plans address goals and objectives, including individualization.
- Provide access to all child assessment data as requested.
- Provide access to child screening data as requested.

H. Professional Development:

WISD and its GSRP sub-recipients shall partner to make available quality professional development opportunities to all GSRP staff members. It is the expectation that sub-recipient staff will attend relevant professional development opportunities as organized by WISD.

WISD shall assist in the provision of both required and requested professional development by partnering with other community-based and state-wide training providers. The sub-recipient should avail its staff of these opportunities and ensure staff members have access to any training required to ensure a high-quality GSRP program.

WISD will assist in providing training for staff in the developmental screening tool, approved curriculum, and the approved child assessment tool. However, it is the responsibility of the sub-recipient to ensure that all staff members have received training in these areas to ensure full compliance and a quality implementation of the program.

The sub-recipient shall designate an administrative staff person to attend monthly Preschool Partnership meetings and be a primary point of contact for WISD.

Attendance at all monthly Preschool Partnership meetings is a requirement for GSRP sub-recipients.

I. Licensing:

The sub-recipient is responsible for maintaining and securing child care licensing through the Department of Human Services' Bureau of Child and Adult Licensing (BCAL). The sub-recipient must notify WISD immediately if there is any change to its child care license status or if BCAL is conducting an investigation.

J. Dispute Resolution:

In the event of any dispute concerning the implementation or implementation of this contract, the sub-recipient must notify WISD's Executive Director of Early Childhood Programs in writing of the nature of the concern or dispute. WISD will make a determination to resolve the dispute within 10 business days of receiving the written dispute. If the sub-recipient is not satisfied by the determination provided by WISD's Executive Director of Early Childhood Programs, the written concern or dispute will be submitted to WISD's Superintendent within 15 business days for further interpretation of the dispute.

K. Carryover:



The sub-recipient is expected to fully expend the funds in the grant year and for the 2017-18 program year, carryover of GSRP funds will not be allowed.

L. Financial Requirements:

1) Budget

- The sub-recipient will submit all required budget documents to WISD in accordance with the GSRP budget guidelines and utilize the budget template provided by WISD. Budget amendments will be allowed no more than once during the grant year.
- The sub-recipient will include in their financial records non-grant revenue and expense(s) lines for approved tuition-charged children who were over income. All funds collected must be spent on GSRP related items. All monies will be fully expended by September 30, 2018 and detailed back up will be submitted in accordance with the reimbursement parameters.

2) Budget Amendments

- The sub-recipient may request that WISD review and approve a budget amendment to the 2017-18 to adjust specific line items and expenses. All budget amendment requests must include a revised budget document utilizing the budget template provided by WISD as well as a written justification for any requested budget changes. Budget amendments will be allowed no more than once during the grant year. All budget amendment requests must be submitted prior to June 30, 2018 and must be approved by WISD's Executive Director of Early Childhood Programs.

3) Transportation Budget

- Sub-recipients receiving additional supplemental funds to support the cost of transporting GSRP children to and from the program must submit a separate budget detailing the anticipated transportation expenses and submit separate budget reimbursement requests for those funds must be submitted separately.

4) Financial Records

- The sub-recipient must retain all financials for a minimum of 7 years. This includes general ledger and detailed receipts and invoices specific to GSRP expenditures.
- All financial records must be made available upon request from WISD or MDE.

M. Payment for Services:

WISD will transfer funds, not exceeding the maximum amount specified in section I.(G). of this Agreement, when the following conditions and dates are met:

- The State of Michigan has released GSRP funding to WISD.
- The sub-recipient has submitted an approved budget to WISD.
- All required reports and documentation have been submitted to WISD with documentation provided by the sub-recipient.
- Funds may be requested by the sub-recipient on a monthly basis; WISD requires that sub-recipients submit reimbursement requests at least quarterly in order to stay current in managing the grant's funds with appropriate documentation.
- WISD reserves the right to withhold GSRP funds if:
  1. The sub-recipient is deemed in non-compliant with any of the requirements above.

2. The sub-recipient fails to fill the approved number of allocated GSRP slots.
3. The submitted expenses do not align with the sub-recipient's approved budget.

**Signed:**

\_\_\_\_\_  
for the Sub-recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent  
Washtenaw Intermediate School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director of Early Childhood Programs  
Washtenaw Intermediate School District

\_\_\_\_\_  
Date

**Enclosure #6B.i**  
**APPROVAL OF LEASE, Jesus International Ministry Network**  
**Meeting of 9/24/2018**  
*Presented by Steven Burgess*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

This item was brought before the Board at our August 27, 2018 meeting. The item was tabled at that meeting for further information. This proposed lease is a one –year lease, which includes costs for utilities.

*The lease period is October 1, 2018 – September 30, 2019.*

**Proposed Motion**

***" .... move that the Board of Education approve the lease with Jesus International Ministry Network for the Willow Run complex, with an annual base rent of \$24, 000 plus \$6,000 annually in estimated utilities and a lease period of October 1, 2018 – September 30, 2019."***

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

Rental Income to District: \$24,000 annually, plus \$6,000 annually in estimated 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 October 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 Jesus International Ministry Network (JIMN)
- e. Tenant Notice Address means 235 Spencer Lane, Suite A, Ypsilanti, MI 48198.
- f. Premises means the building and land located at 235 Spencer Lane, Ypsilanti, MI 48198, specifically those areas of the building as marked on the attached building map labeled Addendum 1. "Premises" includes the area of Tenant's usable floor space to the interior walls but not: the exterior walls, glass, doors or surrounding walkways, the common areas, the internal contents of interior walls of the Building, or the utility lines servicing the Building or its interior, regardless of separate metering or Tenant's obligation to pay for utilities at the Premises.
- g. Building means the former Willow Run Middle School Building located at 235 Spencer Lane, Ypsilanti, MI 48198.
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means Auditorium, Former RAHS Clinic Area, Former Band and Choir Rooms, and adjacent hallways and two restrooms.
- j. Term means 1 (one) Lease Year.
- k. Lease Year means the period beginning on **October 1<sup>st</sup>, 2018** and ending on **September 30<sup>th</sup>, 2019**.
- l. Commencement Date means October 1, 2018
- m. Expiration Date means September 30, 2019.
- n. Rent means Annual Base Rent
- o. Annual Base Rent means \$24,000 a year
- p. Monthly Installment of Base Rent means \$2,000.

q. **Additional Rent** means the reimbursement of expenses paid or incurred by Landlord in connection with the leased space described below:

q1. **Maintenance Expenses** Landlord will be solely responsible to maintain the roof, and boilers (both domestic and heating.) Tenant will be solely responsible to maintain the lighting, doors & door hardware, windows, floors, walls, & lockers. The following maintenance items will be a shared expense i.e., Landlord will purchase parts to repair and tenant will pay the labor associated with the repair: plumbing, HVAC components servicing the leased space, and electrical repairs.

q2. **Utilities** Tenant will pay \$6,000 annually in estimated proportioned utilities expenses based on total square footage of building and square feet tenant occupies. Utility payments shall be paid in increments of \$500 a month.

r. **Designated Use** means community outreach and religious studies. .

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

**2. Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord 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; provided, however, that under no circumstances may Landlord exercise its right in a manner that impedes or impairs Tenant's business or its use and quiet enjoyment of the Premises, without Tenant's written consent and without first giving at least 90 days' notice to Tenant. Rent shall abate during any period Tenant's business or use and quiet enjoyment of the Premises and Property are adversely impacted. Subject to the foregoing, Tenant's consent shall not be required where landlord exercises this right concerning areas of the Building not leased by or accessible to 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.** 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. Services.** Landlord will furnish heat and air-conditioning during tenant's normal business Monday through Sunday.

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.

**6. 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.

**7. 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.

**8. 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 applicable laws.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. Assignment and subletting.** Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be reasonably withheld by Landlord. Notwithstanding the foregoing, Tenant shall be permitted to allow other athletic organizations, such as school sports teams or tournament coordinators, to make use of the Premises or any portion thereof, and to collect from them a fee therefor, without same being deemed a sublease agreement.

**14. 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. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

No provision of this Lease shall be construed to modify any of the provisions, rights or obligations contained in a certain Lease between the parties dated November and which relates to a separate portion of the Property and Building described therein.

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.

22. **Cleaning & Pest.** Tenant is responsible for providing cleaning & pest services within their leased spaces.

23...**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.

LANDLORD

By \_\_\_\_\_

Its \_\_\_\_\_

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

TENANT

By \_\_\_\_\_

Its \_\_\_\_\_

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



**Enclosure #6C.i**  
**APPROVAL OF ADMINISTRATIVE CONTRACT**  
**Director of Business & Finance**  
**Meeting of 9/24/2018**  
**Presented by Alena Zachery-Ross**  
**Prepared by Paula Gutzman**

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

**Rationale/Background Information**

The hire of Edwina Hill as our Director of Business and Finance is presented for Board consideration. Dr. Hill's proposed contract would be effective with an anticipated start date of October 8, 2018 and a contract expiration date of June 30, 2019.

**Proposed Motion**

***" .... move that the Board of Education approve the administrative contract with Edwina Hill to serve as Director of Business and Finance with an anticipated start date of October 8, 2018 and a contract expiration date of June 30, 2019."***

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

**Attachments:**

Resume  
☒ Enclosed    ☐ Issue Study Enclosed    ☒ To Be Distributed Separately    ☐ None

# EDWINA M. HILL

## CAREER PROFILE

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An accomplished professional skilled at producing accurate, timely financial and programmatic information and analysis for organizations with a desire to further my career in the area of finance, grant compliance, education, or related field.

## OTHER AREAS OF EXPERTISE

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**Accounting/Budgeting-** Proficient in the production and preparation of timely and accurate financial information, statements and other data analysis dealing with this information including but not limited to the following areas: budget development, grant management, account reconciliation, bank reconciliation, capital assets, business taxes, payroll and benefits, auditing, inventory, accounts payables, purchasing, and accounts receivables.

**Finance** – Experienced in investing, financial analysis, cost reductions, forecasting, cash flow analysis, cash management, banking, and all phases of budgeting.

**Information Technology** – Manage the approval and purchase of district-wide technology purchases using various types of assigned grant funding to include Title I, Head Start and other grants. Participate in district-wide technology planning, projects and activities. Highly skilled in the use of Microsoft Office products including but not limited to: Publisher, Microsoft Word, Excel, Access, and Power Point. Software packages used: Michigan Electronic Grant System (MEGS), MEGS +, Cash Management system (CMS), Career and Technical Education Information System (CTEIS), PeopleSoft, Oracle, Bi-tech, and Crystal Reports.

**Professional Development/Trainer-** Assisted with or developed various workshops designed to train and enhance the knowledge of program directors, principals, and other staff on changes in the compliance, program implementation, School Improvement planning and reporting, non-public requirements or audit preparation, associated with the implementation, continuation and close out or reporting of awarded grant funding. (Grant funded programs include: Title 1/31A, Section 41, Early Literacy, Title III, Title IV, Title II, Special Education - IDEA, McKinney-Vento, Foster care, Adult Education, ARRA, 21<sup>st</sup> Century grants, Career and Technical Education grants, Head Start, and other grants).

## PROFESSIONAL EXPERIENCE

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**Program Supervisor of State and Federal Programs, Southfield Public Schools, Instructional Support Network, Southfield, MI August 2012 - Present**

\*Ensure compliance to avoid audit findings related to assigned federal and state grants, process amendments, and monitor the over-all rate of implementation, spending and financial reporting of assigned grant programs.

\*Provide leadership and direction to staff assigned to State & Federal Programs and Other Grants.

\*Coordinate with Finance, schools and Non-Public schools on the strategic use of grant funds to align them to district priorities to include School Improvement planning and write-up.



- \*Ensure maximum grant optimization and utilization in an effort to get the most resources in classrooms and leverage limited resources.
- \*Prepare and submit various consolidated and other grant applications, amendments, or final reports.
- \*Responsible for ensuring various state and federal reports are filed timely for the district.
- \*Pre-approve purchase request submitted for approval by schools and departments through the Bi-Tech system to ensure appropriate use of funds.
- \*Assist principals and Academic departments in identifying research based intervention programs geared toward improving academic achievement of at-risk students.
- \*Assist with questions and oversee district and School Improvement process/reporting via the ASSIST System.
- \*Evaluate the Summer School Program and report results using the ASSIST System.
- \*Assist with implementing federal and state grant programs, providing grants-related assistance and services, such as: applying, negotiating terms and conditions of grant awards to include budgeting, oversight responsibilities; interpreting complex program requirements, program evaluations, identifying problem areas, coordinating audits and providing advice to grantees i.e. principals and directors on program improvements; conducting on-site monitoring of grantees to ensure compliance with federal regulatory requirements, and district or agency grants management policies.
- \*Assist project managers in using data to improve and evaluate current programs.
- \*Assist project managers in using and identifying effective academic interventions, and emerging technologies that support student achievement.
- \*Manage task between auditors, program directors or accounting staff to obtain all documents required for assigned audits.
- \*Review and approve financial data on assigned grants for accuracy and align the awarded budget to internal financial reports.
- \*Review, assist with completion and approval of final end-of-the-year reports on grants to ensure the following: Compliance with awarded programs and budgets, and that all possible expenditures have been charged correctly.
- \*Initiate or review and approve necessary corrections to grant accounts by either preparing or approving journal entries or approved amendments.
- \*Work collaboratively with designees from the Office of Procurement, Office of Accounting and other Offices to direct, oversee, and review information regarding equipment purchased with grant funding to ensure compliance with federal and other applicable guidance.
- \*Created a budget development process, which includes annual budget development timelines, budget monitoring, and amendment timelines to ensure program directors have enough time to communicate their program needs so this information can be included in the grant applications for approval by grantor.
- \*Serve as a representative and/or liaison to constituent groups, Michigan Dept. of Education, US Dept. of Education, professional organizations, and community agencies especially when working with the homeless, foster care programs and other grant programs.
- \*Keep abreast of state and federal rules, regulations, and laws governing awarded grants to ensure compliance including but not limited to the legislation governing: Title 1, 31a, Title II, Title III, Title IV, Immigrant funding, Robotics grant, Principal grant via MDE, Section 41, Head Start, McKinney Vento, Foster Care, State Technology grant and other State and Federal grants.
- \*Apply for grants via MEGS plus, or other systems and assist in the application, implementation, evaluation, and reporting of various state and federal grants or other required reporting.
- \*Oversee the smooth continuation of multiyear grants and the proper termination of completed grants.
- \*Serve as Application Administrator for all grants developed via the Michigan Department of Education Michigan Electronic Grants System (MEGS Plus), and other federal grant systems.

**Program Supervisor, Detroit Public Schools (DPS), Department of State and Federal Programs, Office of Grant Compliance, Detroit, MI April 2009 – August 2012**

- \*Ensured compliance to avoid audit findings related to assigned federal and state grants, process amendments, and monitor the over-all rate of implementation, spending and financial reporting of assigned programs totaling over 100 million dollars.
- \*Prepared and submitted various grants, amendments, or final reports via MEGS and MEGS+.
- \*Pre-approved purchase request submitted by schools through PeopleSoft to ensure appropriate use of funds in regards to the funding source.
- \*Trained and assisted principals in identifying research based interventions to spend awarded School Improvement funding received by schools identified for improvement to include School Improvement planning and reporting.
- \*Assisted with implementing federal grants and providing grants-related assistance and services, such as: negotiating terms and conditions of grant awards to include budgeting, oversight responsibilities; interpreting complex program requirements, program reviews, identifying problem areas, coordinating audits and providing advice to grantees i.e. principals and directors on program improvements; conducting on-site monitoring of grantees to ensure compliance with federal regulatory requirements, and district or agency grants management policies.
- \*Assisted project managers in using data to improve and evaluate current programs.
- \*Assisted project managers using and identifying effective academic interventions, and emerging technologies that support student achievement to include School Improvement reporting via the ASSIST System.
- \*Managed task between auditors, program directors or accounting staff to obtain all documents required for assigned audits.
- \*Assisted with the development of policy and procedures to patch identified weaknesses as a result of an internal audit or identified in the single audit impeding successful implementation, continuation, spending, close out and financial reporting of federal and state grant awarded programs.
- \*Reviewed and approved financial data on assigned grants for accuracy and aligned the awarded budget to PeopleSoft.
- \*Reviewed and approved end-of- the- year reports on grants to ensure the following: Compliance with awarded programs and budgets, and that all possible expenditures have been charged correctly.
- \*Initiated or reviewed and approved necessary corrections to grant accounts by either preparing or approving journal entries or approved amendments.
- \*Worked collaboratively with designees from the Office of Procurement, Office of Accounting and other Offices to direct, oversee, and review information regarding equipment purchased with grant funding to ensure compliance with Federal and other applicable guidance in regards to equipment tracking and tagging.
- \*Utilized assessment tools to improve instruction and provide effective feedback to improve student achievement to principals for program improvement.
- \*Assisted with the district's budget development process, including annual budget development, budget monitoring, and filing amendments on assigned grants.
- \*Keep abreast of state and federal rules, regulations and laws governing awarded grants to ensure compliance including legislation governing: Special Education-IDEA Grants, Head Start Pre-school grant, Head Start Disabilities grant, Career and Technical Education, Adult Education, ARRA, School Improvement Grant, SIG, Title 1, Title II and Section 31A regulations and other grants.
- \*Applied for grants via MEGS or MEGS Plus, and assisted in the application, implementation, evaluation, and final reporting of assigned grant applications within the Michigan Department of Education timelines and guidelines as required to improve student achievement.
- \*Responsible for timely 1512 Reporting on assigned ARRA funding.

**Program Associate I, DPS, Department of State and Federal Programs, Office of Grant Compliance, Detroit, MI Oct. 2006 – April 2009**

\*Processed and collected all legal documentation pertaining to grant awards and presented this information for approval by the Emergency Financial Manager.

\*Ensured the smooth continuation of multi-year grants and carryover funding as assigned.

\*Aligned or reconciled approved grant award budgets to the general ledger to ensure compliance with the approved program guidelines, and other applicable State and Federal guidelines, such as Bulletin 1022, EDGAR and OMB Circulars. (Same duties as listed under Program Supervisor position.)

**Accountant, DPS, Office of College and Career Readiness, Detroit, MI Feb. 2004- Oct. 2006**

\*Planned, applied, analyzed, and monitored awarded grants and expenditures for various Federal, State and local grant funds, to ensure compliance with grantor's approved budgets and guidelines.

\*Reconciled PeopleSoft system reports to awarded budgets and prepared amendments as necessary.

\*Provided guidance and training to Office staff, Career Center Directors and high school principals on departmental timelines in terms of submitting requisitions and workshop request for approval to ensure

grant funding is expended in a timely manner and in accordance with grantor guidelines.

\*Prepared the end-of-the-year reports and applications for Federal and State grant funds due to the Michigan Department of Education filed using the MEGS or MEGS Plus system.

\*Prepared the VE4033 Added Cost Expenditure Report on an annual basis, which reports how State Aid (Section 61.a.1) Added Cost funds were expended and supported or matched by the Detroit Public Schools, which totaled 38 million dollars.

\*Prepared payroll and benefit projection reports to ensure salaries would not be over or under expended per approved grant awarded budgets. Accounted for all funding for this department.

**Analyst, State of Michigan, Unemployment Tax Agency, Detroit, MI Feb. 2003-Feb. 2004**

\*Audited tax documents received from employers to evaluate and record completeness.

\*Prepared and reviewed audit findings for accuracy, on audits done on tax delinquent companies.

\*Assisted in updating website with changes in Unemployment policy and procedures.

**Property Accountant, Village Green, Farmington Hills, MI Jan. 2001- Oct. 2002**

\*Prepared cash and accrual financial statements for over 23 properties.

\*Prepared cash flow analysis, bank reconciliations, and investment activity reports on various properties.

\*Assisted in the development and implementation of policies and procedures.

\*Organized and prepared year-end schedules for various audit and tax reporting purposes.

\*Recommended whether properties were good investment or not.

\*Tracked bad debt and coordinated collection activities.

\*Trained staff as needed on policies and procedures to improve internal controls and over-all efficiency.

**Fixed Asset Accountant, Frank's Nursery & Crafts, Troy, and MI July 1999 – January 2001**

\*Supervised accounting staff on issues dealing with capital, facilities and tracking new store opening and closing cost and the overall supervision of new construction activities related to cost control.

\*Uploaded financial data from excel into AMSI general ledger software on a monthly basis to update database with new asset information.

\*Maintained accrued expenses for fixed assets and disposals, legal expenses, audit, and other major expenses.

\*Reviewed internal financial reports to ensure accuracy.

**Accountant, Greater Detroit Area Health Council, Detroit, MI Dec. 1997- July 1999**

- \*Successfully researched and implemented new accounting software for the organization.
- \*Provided the management and accounting of all accounting and budgeting activities for the organization.
- \*Analyzed present accounting process and implemented financial controls for improvement.
- \*Trained staff on proper procedures for grant management, payroll, accounts payable, receivables, and purchasing. Tracked, monitored and executed spending on all funding.
- \*Managed, created and maintained all supporting documentation needed for the single audit.
- \*Reviewed all entries and needed accruals before general ledger entry for preparation of monthly financial statements and other analysis.
- \*Reconciled all general ledger accounts and performed monthly bank reconciliations.
- \*Managed and controlled cash flow and investing activities for the organization.
- \*Ensured compliance of all applicable local, state, and federal reporting requirements were met.
- \*Prepared, analyzed and provided financial information for administrative decision-making.

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**EDUCATION**

United Theological Seminary, December 2015, Dayton, OH

**Doctor of Ministry**

Davenport University, December 2005, Warren, MI

**Masters of Business Administration, Specialty: Finance**

University of Detroit – Mercy, December 1995, Detroit, MI

**Bachelor of Science, Business Administration, Concentration: Accounting**

**MSBO – Chief Financial Officer (CFO) Certification – completed: April, 2018.**

**Enclosure #6C.ii**  
**APPROVAL OF ADMINISTRATIVE CONTRACT**  
**Director of Human Resources**  
**Meeting of 9/24/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

|   |                                  |                 |                    |                |                 |            |                      |               |
|---|----------------------------------|-----------------|--------------------|----------------|-----------------|------------|----------------------|---------------|
| <input type="checkbox"/> <b>Discussion</b><br><input checked="" type="checkbox"/> <b>Action – Roll Call</b><br><input type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____ |                                  | 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**

The hire of Sue McCarty as our Director of Human Resources is presented for Board consideration. Ms. McCarty's proposed contract would be effective with an anticipated start date of October 1, 2018 and a contract expiration date of June 30, 2019.

**Proposed Motion**

***" .... move that the Board of Education approve the administrative contract with Sue McCarty to serve as Director of Human Resources with an anticipated start date of October 1, 2018 and a contract expiration date of June 30, 2019."***

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

**Attachments:**

Resume  
☒ **Enclosed**    ☐ **Issue Study Enclosed**    ☒ **To Be Distributed Separately**    ☐ **None**

# Sue A. McCarty

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## Education

**Western Michigan University**, Masters of Arts, Human Resources Development  
April, 2007

**Baker College**, Bachelor of Business Administration, Human Resources Management  
December, 2002

**Additional Training**, 5D+ teacher evaluation tool, School Advance administrator evaluation tool, Adaptive Schools, Title I/State & Federal Programs Boot Camp, Cognitive Coaching, as well as, participation in MI-excel conferences for priority schools

## Professional Experiences

**4/2018-Currenrt      Human Resource/Payroll (temp-hire)**  
Office Team

River House Condominiums

333 Bridge St NW #1010a,

Grand Rapids, Michigan 49504

- Successfully acclimated to the Precision Payroll System and processed payroll
- Developed productive employee relations
- Provided substitute clerical assistants for multiple departments

**10/2012-3/2018      Human Resources Director/Compliance Officer/Recruiter**  
Muskegon Heights Public School Academy System  
2441 Sanford Street  
Muskegon Heights, Michigan 49444

- Successfully recruited and placed over 21 new teachers in one school year
- Navigated and scouted talent at the Michigan College Teacher Fair Circuit
- Secured new talent to maintain a bench of potential staff for future openings
- Converted a 121 member staff in 2 different payroll systems within two weeks
- Enrolled each staff member in one of 10 different Blue Care Networks plan choices within one month
- Submitted accurate state reports in the Center for Educational Performance and Information (CEPI) system such as the School Infrastructure Data (SID) and Registry of Educational Personnel (REP)
- Facilitated, managed and documented effective district provided professional development.

**10/2011-12/2012      Human Resources Department Manager**  
Muskegon Heights Public Schools  
2603 Leahy Street  
Muskegon Heights, Michigan 49444



- Strategically facilitated State level Work first and Unemployment Agencies to come onsite to provide a smooth transition for the entire 200+ staff when the district closed
- Key player in the conversion from a public school system to a K-12 public charter school within three month time period
- Coordinated the hiring process, benefits system and payroll functions
- Reviewed contracts to ensure that pay rates were consistent with contractual agreements
- Successfully negotiated various union contracts, i.e, MEA, SEIU, Teamsters, ALF-CIO
- Ensured that union contracts were accurate and cost effective for the district
- Created job descriptions for all employee groups
- Developed and facilitated new teacher orientation process
- Facilitated the transition from MESSA to multiple insurance providers
- Successfully completed, reviewed and submitted state and federal required reports such as the Registry of Educational Personnel Report (REP), School and Staffing Survey (SASS)
- Facilitated the District's and federal mandated audit from the Human Resources perspective
- Ensured that state & federal employee compliance issues were on point
- Kept well versed in HIPPA laws, bloodborne pathogens training district-wide, and OSHA requirements
- Actively and effectively built a rapport with unemployment and workers compensation agencies to facilitate efficient and effective completions of employee claims in these areas.

**1998-2011**

**Human Resources Department Executive Administrative Assistant**

Muskegon Heights Public Schools  
2603 Leahy Street  
Muskegon Heights, Michigan 49444

Coordinated the hiring process, benefits system and assisted with payroll functions for employees of the school district.

**1992-1998**

**Secretary / Budget Manager State and Federal Programs**

Muskegon Heights Public Schools  
2603 Leahy Street  
Muskegon Heights, Michigan 49444

Created, monitored and reported the activity of the budgets in the State & Federal grants programs for over two million dollars in State and Federal grants. Interfaced with District administrators regarding State & Federal Grant Program expenditures to ensure compliance with grant guidelines

**1989-1992**

**General Education Department Secretary**

Muskegon Area Intermediate School District  
630 Harvey  
Muskegon, MI 49442

Facilitated operations such as distribution of materials for the three county consortium (Muskegon, Oceana and Newaygo Counties) for the Michigan Model for Comprehensive School Health Program, (Drug-Free School and Communities Act of 1998)

Registered and validated substitute teacher applications and communicated necessary reports to the school districts in Muskegon, Oceana and Newaygo counties.

**Professional and Educational Affiliations**

**Muskegon Family Care Center (Board member)**

2201 South Getty Street  
Muskegon Heights, MI 49444

**Society for Human Resources (SHRM)**

1800 Duke Street  
Alexandria, Virginia 22314

**Association of School Human Resources Managers**  
Muskegon Area Intermediate School District  
630 Harvey Street  
Muskegon, Michigan 49442

**Western Michigan University Alumni Association**  
1903 W. Michigan Avenue  
Kalamazoo, Michigan 49008-5040

**Phi Kappa Phi**  
Western Michigan University Chapter  
7576 Goodwood Boulevard  
Baton Rouge, Louisiana 70806

**References**

Personal and professional references available upon request

**Enclosure #6D.i**  
**ACCEPTANCE OF DONATION**  
**Huron Valley Correctional Facility**  
**Meeting of 9/24/2018**  
*Presented by Taryn Reid*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

The women of the Huron Valley Correctional Facility have generously donated backpacks, school supplies and \$10,000 to Ypsilanti Community Schools. The money will help fund the following projects:

- **The Village Project** at Erickson Elementary and new pilot programs at Holmes Elementary and Ypsilanti Community Middle School. The program would support and provide intervention for our most at-risk students who may have been impacted by incarceration with the intention of having a positive impact on our entire community. **(\$5,000)**
- **Girl Magic Group** is designed to engage girls of color in our district in positive programming and allows YCS girls to participate in workshops on a variety of different topics. **(\$2,000)**
- **Motivational Speaker** for Ypsilanti Community High School assembly. **(\$500)**
- **Motivational Speaker** for Ypsilanti Community Middle School assembly. **(\$500)**
- **YCS Event Series:** The second annual Grizzly Soirée that celebrates community supporters and dynamic women of Washtenaw County. **(\$2,000)**

**Proposed Motion**

***" .... move that the Board of Education accept the donations of backpacks, school supplies and \$10,000 from the Huron Valley Correctional Facility."***

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

**Attachments:**

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

**Enclosure #10**  
**REQUEST FOR CLOSED SESSION SECTION 8(h) OMA**  
***Attorney-Client Privilege***  
**Meeting of 9/24/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

|  |                                  |                 |                    |                |                 |            |                      |               |
|--|----------------------------------|-----------------|--------------------|----------------|-----------------|------------|----------------------|---------------|
| <input type="checkbox"/> <b>Discussion</b><br><input checked="" type="checkbox"/> <b>Action – Roll Call</b><br><input type="checkbox"/> <b>Action – Voice</b><br>Ayes _____<br>Nays _____<br><b>Two-Thirds Vote Required</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**

This session is being continued from the Closed Session of the September 10, 2018 regular Board meeting. 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, *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."***

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

**Attachments:**

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

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

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

**Enclosure 12**  
**APPROVAL OF RESOLUTION, *Proposed Sale of Former Kaiser Elementary***  
**Meeting of 9/24/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

This item was tabled at our September 10, 2018 regular Board meeting. The Board of Education has expressed interest in pursuing the sale of Kaiser School located at 670 Onandago; Ypsilanti 48198; attached is a resolution of Approval of Agreement to Sell Former Kaiser Elementary. Ypsilanti Community Schools acknowledges that the tenant, Greater Faith Transitions, Inc. is exercising its Option to Purchase.

**Proposed Motion**

***" .... move that the Board of Education approve the resolution of Approval of Agreement to Sell Former Kaiser Elementary located at 670 Onandago; Ypsilanti 48198 to tenant Greater Faith Transitions."***

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

All profits, with the exception of any outstanding lease charges, shall be utilized to pay into our Debt Fund.

**Attachments:**

☒ Enclosed    ☐ Issue Study Enclosed    ☒ To Be Distributed by Attorney    ☐ None

**Approval of Agreement to Sell Former Kaiser Elementary  
Ypsilanti Community Schools Board of Education Resolution, Washtenaw County**

A closed meeting of the Board of Education of the District (the "Board") was held in the Administration Building/Professional Development Room , within the boundaries of the District, on the 24th day of September, 2018, at 6:30 o'clock in the p.m.

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

Present: Members

Absent: Members

The following Resolution was offered by Member \_\_\_\_\_, and supported by Member \_\_\_\_\_.

**WHEREAS:**

1. Disputes exist between the school district, as landlord, and Greater Faith Transitions, Inc. ("Tenant") related to a certain Lease with Option to Purchase ("Lease") whereby Tenant leases the former Kaiser Elementary School located at 670 Onandago, Ypsilanti, MI 48197 (the "Property") from the school district.
2. The Board, after consulting with legal counsel, finds that it is in the best interest of the school district to resolve all disputes with Tenant and avoid the risk and expense of further Tenant-initiated litigation by entering into an agreement with Tenant whereby Tenant will either purchase the Property or permanently vacate the Property.
3. Tenant has offered to purchase the Property at the price agreed upon in the Lease and to cure all existing (contested) defaults (\$16,494.96) at the time of closing, bringing the total purchase price to \$346,494.96. In return for the school district allowing Tenant to cure its defaults via the purchase price for the Property, Tenant has also agreed that it will permanently vacate the Property if it is unable to close on the sale of the Property within ninety (90) days. If Tenant purchases the Property, the school district shall also acquire a perpetual right of first refusal on the Property.

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

1. The Board of Education of Ypsilanti Community Schools approves the execution of the proposed agreement attached hereto as **Exhibit A**.

Ayes: Members



Nays: Members

Resolution Declared Adopted

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

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

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

## **EXHIBIT A**