



**Monday, November 12, 2018**  
**6:30 p.m. – Regular Meeting**

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

**AGENDA**

**I. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE:** *ACCE Students – Jonathan Royce, Principal*  
**ACHIEVEMENTS, AWARDS AND RECOGNITION**

- Yes! YCS Campaign
- ACCE Points of Pride

**II. BOARD MEMBER OATH OF OFFICE**

**III. ACCEPTANCE OF AGENDA**

**IV. PRESENTATIONS**

- A. 2017/18 Annual Financial Audit - document available for review at:  
<http://www.ycschools.us/about-us/administration/transparency-reporting/>, see Audited Financial Statements
  - Tracey Kasparek, Senior Manager / Rehmann Robson LLC (Jackson Office)
- B. ACCE Middle School 2018/19 Pilot Program Update (Enc. #4B)
  - Jonathan Royce, ACCE Principal
  - Seth Petty, Ypsilanti Community Middle School Principal
- C. MHSAA Student Behavior (Enc.)
  - Lawrence Reeves, Athletic Director & YCHS Assistant Principal

**V. PUBLIC COMMENTS #1**

**VI. CONSENT AGENDA** (Enc. #6)

- A. October 22, 2018 Regular Meeting Minutes
- B. October 22, 2018 Closed Session Meeting Minutes
- C. Resignations

**VII. ACTION ITEMS**

**A. Student Affairs**

- i. WCC Postsecondary Enrollment Agreement (Enc. #7A.i)
- ii. Donation: YCHS, Toyota Research & Development - Donor (Enc. #7A.ii)

**B. Business/Finance**


- i. Summer Tax Resolution (Enc. #7B.i)
- ii. Schneider Electric Energy Services Contract (Enc. #7B.ii)

**VIII. PUBLIC COMMENTS #2**


**IX. OTHER:** *Commencement Venue Discussion*

**X. BOARD/SUPERINTENDENT COMMENTS**

**XI. ADJOURNMENT**




# ACCE Middle School Program




YCS BOE Update  
November 12, 2018

## Vision Statement

YCMS is dedicated to providing a safe, supportive, academically rigorous, collaborative environment to promote lifelong learners and leaders among all students.




## Exit from YCMS - Entry into ACCE MS Student Profile

<p><b>Academic</b></p> <ul style="list-style-type: none"> <li>Failing Classes: <ul style="list-style-type: none"> <li>3 or more Core classes, multiple marking periods</li> <li>Low achievement growth evidenced on the NWEA/M-Step</li> </ul> </li> <li>Considerations will be given to standardized assessments</li> </ul> <p><b>Attendance:</b></p> <ul style="list-style-type: none"> <li>3 or more classes with 20+ absences for a school year</li> <li>Excessive tardies <ul style="list-style-type: none"> <li>10 or more in 3+ classes</li> <li>15 or more in any one class</li> </ul> </li> </ul>	<p><b>Behavior:</b></p> <ul style="list-style-type: none"> <li>20 or more days suspended</li> <li>5 or more suspensions</li> </ul> <p><b>NOTE:</b> In some cases, alternative criteria may be considered based on extenuating circumstances</p> 
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## Exit from ACCE MS → Re-Entry to YCMS

- Exit & Return**
  - Beginning of Semesters only
- Returning Students**
  - Will be on Probation
  - Regular Counselor Reviews
    - Grades & Behavior
    - Social Worker Support



## Communication Between YCMS & ACCE MS Program

- Daily Dismissal Support at YCMS location from ACCE Campus Teachers
- 3rd Tuesday of each month – Content Level Planning Meetings & Data Analysis
  - Preparation for Quarterly CLC Presentation
  - Lesson Plan Review
  - Homework Strategies
  - M-Step Prep beginning in January



## ACCE MS Program's Learning Environment 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
  - RAZ
  - Math 180
  - Imagine Math
- Exposed to core academic curriculum
  - MAISA (ELA)
  - IQWST (Science)
  - Big Ideas for (Math)
  - Teach TCI (Social Studies)



## ACCE MS Program's Learning Environment Daily Instructional Planning



- Personalized Learning
  - Grade Level Content
- CCR – Academic Support
  - Focus on reading
- Virtual Learning
  - RAZ
  - Math & Read 180
  - Imagine Math



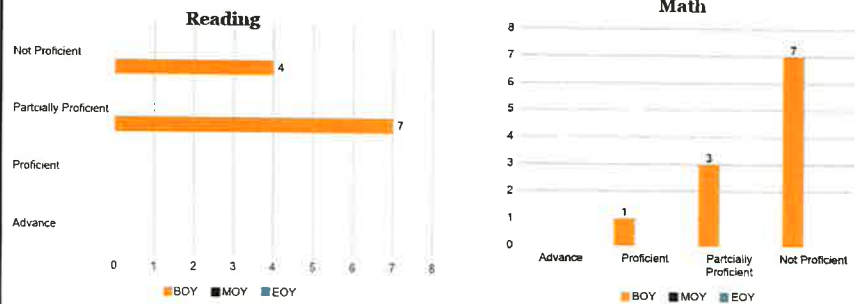
## Current ACCE MS Program Academic Methods of Support



- Individualized Development Plan
- Small Group Instruction in all Content Areas
- Data Folders to Document Student Work
- MTSS
- Behavior Modification
  - Students can't learn if student is unfocused, disruptive, not in class, and/or not engaged.



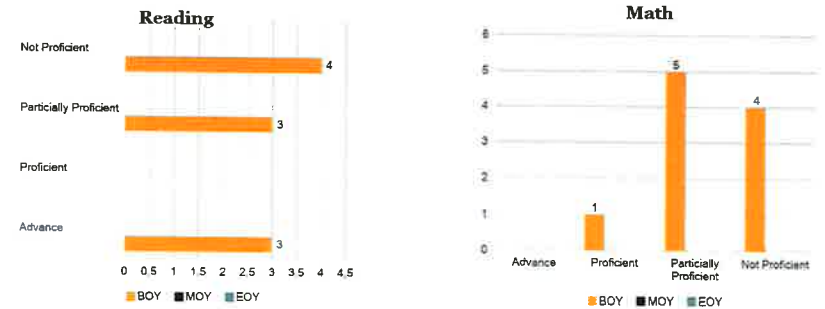
## 6<sup>th</sup> & 7<sup>th</sup> Grade Students



Data based on NWEA, 180 Math & Reading scores for the 2018-2019 year.

**Not Proficient:** 4 or more years behind  
**Partially Proficient:** 1-3 years behind  
**Proficient:** ready to learn on grade level  
**Advance:** above grade level

## 8<sup>th</sup> Grade Students



Data based on NWEA, 180 Math & Reading scores for the 2018-2019 year.

**Not Proficient:** 4 or more years behind  
**Partially Proficient:** 1-3 years behind  
**Proficient:** ready to learn on grade level  
**Advance:** above grade level

## ACCE MS Program Pilot

### What does success for an ACCE MS Student look like?

Students have moved up at least one level in every rubric category.

- Levels
  - Not Proficient
  - Partially Proficient
  - Proficient
  - Advanced
- Categories
  - Executive Functions
  - Academics
  - Attendance (during school day)
  - Behavior
  - Social & Emotional



Rubric Pre Assessment/Post Assessment will be the measurement tool

## Middle School Rubric - Criteria to Successfully Exit ACCE Program

Student Name: _____		Date of Assessment: _____		
Teacher: _____		Subject: _____		
Grade: _____				
	1 - Advanced 80%-92%	2 - Proficient 60%-80%	3 - Partially Proficient 40%-60%	4 - Not Proficient 20% and below
Executive Functions	<ul style="list-style-type: none"><li>• completes &amp; turns in work</li><li>• able to organize assignments &amp; keep track of class</li><li>• manages class time effectively</li></ul>	<ul style="list-style-type: none"><li>• completes &amp; turns in their work</li><li>• Good organizational support</li><li>• good class time management</li></ul>	<ul style="list-style-type: none"><li>• struggles to complete one turn in work</li><li>• needs support building an organized system in class</li><li>• Needs support manage time in class</li></ul>	<ul style="list-style-type: none"><li>• struggles to complete and turn in work - even with a lot of support</li><li>• needs a lot of assistance in organizational and time management skills</li></ul>
Academics & Grade Level	<div>Advanced</div> <ul style="list-style-type: none"><li>• maintains 90% or higher in class</li><li>• Student is at or above grade level for both reading and math</li></ul>	<div>Proficient</div> <ul style="list-style-type: none"><li>• maintains between 80%-85% in class</li><li>• Student is close to being at grade level for both reading and math</li></ul>	<div>Basic</div> <ul style="list-style-type: none"><li>• maintains between 60%-75% in class</li><li>• Student is _____ grade level for both reading and math (higher Elementary)</li></ul>	<div>At Risk</div> <ul style="list-style-type: none"><li>• currently has a failing grade in class</li><li>• Student is not at grade level for reading and math (Lower Elementary)</li></ul>
Attendance	<ul style="list-style-type: none"><li>• maintains superior daily attendance</li><li>• has been late to school less than 1 time</li></ul>	<ul style="list-style-type: none"><li>• Maintains good daily attendance</li><li>• has been late to school less than 3 times</li></ul>	<ul style="list-style-type: none"><li>• Maintains inconsistent daily attendance</li><li>• has been late to school more than 4 times</li></ul>	<ul style="list-style-type: none"><li>• attendance and tardies are a major concern</li><li>• Attendance and/or tardies puts student at risk</li></ul>
Behavior	<ul style="list-style-type: none"><li>• follows all classroom rules, procedures and norms</li></ul>	<ul style="list-style-type: none"><li>• mostly follows classroom rules, procedures and norms</li></ul>	<ul style="list-style-type: none"><li>• struggles to follow classroom rules, procedures and norms</li></ul>	<ul style="list-style-type: none"><li>• Does not yet follow classroom rules, procedures and norms</li></ul>
Social & Emotional	<ul style="list-style-type: none"><li>• able to manage emotions</li><li>• Relationships are positive</li><li>• positive social behavior</li></ul>	<ul style="list-style-type: none"><li>• able to manage emotions</li><li>• Relationships are positive</li><li>• positive social behavior</li></ul>	<ul style="list-style-type: none"><li>• struggles with managing emotions</li><li>• can be redirected</li><li>• identified strategies are able to manage</li></ul>	<ul style="list-style-type: none"><li>• does not yet have the ability to manage emotions</li><li>• Does not redirect easily</li><li>• needs additional support from social services/parent</li></ul>

## Student Rubric Scores

This baseline rubric data will be updated by EOD 11/5/18.

## ACCE MS Program Pilot What does success for an ACCE MS Student look like?

**Students are proficient or higher in each category.**

### Executive Functions

Student completes & turns in their work on time 80% of the time.  
Student demonstrates organizational skills (planner) and time management.

### Academics

Student maintains between an 80% -89% in at least 3 core classes.  
Student is no more than 1 year below grade level for both reading and math on standardized assessments.

### Attendance

Student maintains 95% daily attendance and stays in class throughout the day.  
Student has been late to school/class more than 3 times in the past 4 weeks.



## ACCE MS Program Pilot What does success for an ACCE MS Student look like?

**Students are proficient or higher in each category.**

### Behavior

Student follows classroom rules, procedures and norms 80% of the time.

### Social & Emotional

Student is able able to manage emotions or deescalate without adult direction.  
Positive social behavior with peers and adults.

### Evidence for Rubric

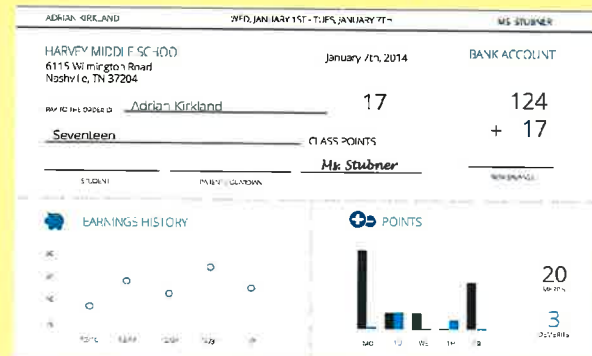
We will use LiveSchool Points, PowerSchool Log Entries, grades and test scores.



## ACCE MS Program Pilot ACCE's Response to Behavior

### LiveSchool

- PBIS
- Tier 1
- MTSS





## Pilot Data

Dashboards			
ACCE Campus			
Top  Behaviors		Top  Behaviors	
Following Instructions	5,062	Language	51,775
Attitude	4,266	Insubordinate	31,800
Staying in Class	3,850	Left class w/o permission	31,500
Signed Form On Time	3,000	Walked out Left MS Area	16,000
Social Studies	2,715	Fight	15,600

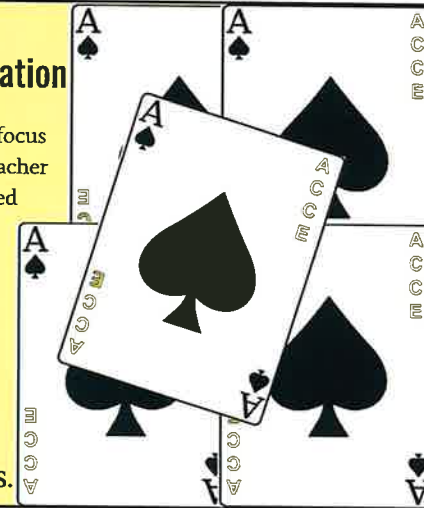
47,500

## Data Driven – Behavior Modification

- Using trends from LiveSchool to adjust focus
- ACCE Card Goals each week by each teacher
- **Bonus:** financial literacy skills and delayed gratification

Why?

Supports development of Executive Functions which will lead to academic success.












## Timeline for Pilot ACCE MS Program

- Monday, September 24, 2018
  - ACCE Implementation status presentation to BOE
- Monday, November 12, 2018
  - Follow-up meeting with BOE
- January 2019
  - Entry and Exit Planning
- 2nd Meeting in January
  - ACCE Follow-up meeting with BOE
- 3rd Meeting in March
  - ACCE workshop with BOE for consideration to fully install ACCE program
- May 2019
  - Parent Notifications and Orientations
- August 2019
  - Student Interviews & Building Instructional PD

Thank you.

## Enc. - MHSAA Student Behavior

✓	36854	17-18	Ypsilanti Community		V	SPTMSHIP	Ev: 4/30/2018Rp: <a href="#">5/1/2018</a>
✓	36850	17-18	Ypsilanti Community		V	EJECTION	Ev: 4/30/2018Rp: <a href="#">5/1/2018</a>
✓	36549	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36548	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36547	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36546	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36545	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36544	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36543	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36542	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36541	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36540	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36539	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36538	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓	36537	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>

✓ 36536	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓ 36535	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓ 36534	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓ 36533	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/21/2018</a>
✓ 36505	17-18	Ypsilanti Community		V	EJECTION	Ev: 2/17/2018Rp: <a href="#">2/17/2018</a>
✓ 35637	17-18	Ypsilanti Community		JV	PRAISE	Ev: 9/28/2017Rp: <a href="#">9/29/2017</a>
✓ 35400	17-18	Ypsilanti Community		V	EJECTION	Ev: 9/15/2017Rp: <a href="#">9/16/2017</a>
✓ 35247	17-18	Ypsilanti Community		V	EJECTION	Ev: 9/5/2017Rp: <a href="#">9/7/2017</a>
✓ 35226	17-18	Ypsilanti Community		V	EJECTION	Ev: 9/5/2017Rp: <a href="#">9/6/2017</a>

#### 2017-2018 MHSAA Ejections

18 of the 23 ejections occurred on the same day in a game vs Saginaw in which the girls JV and Varsity basketball teams were attacked by Saginaw girls basketball team members and fans in the crowd. The officials report is below. All of the girls who were involved in this altercation were suspended from playing the next game. They were also spoken to by the Varsity basketball coach, the High School Principal and me.

#### Officials Report

At 1:20 left in 4 quarter after an intentional foul call on Yspi was being cleared for free throws a brawl broke out , all players including all bench personnel were active participants with punches being thrown, School security notified us game over , We left the court with melee still active .



**Enclosure #6**  
**APPROVAL OF CONSENT AGENDA**  
**Meeting of 11/12/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

- a. Consent Agenda
1. October 22, 2018 Regular Meeting Minutes
  2. October 22, 2018 Closed Session Meeting Minutes
  3. Resignations

**Proposed Motion**

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

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

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

**Attachments:**

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

## **YPSILANTI COMMUNITY SCHOOLS**

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

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

**Monday, October 22, 2018**

The meeting was called to order by President Sharon Irvine at 6:30 p.m. The Pledge of Allegiance was recited, led by Erickson Elementary students and Principal Kelly Mickel.

#### **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, Trustee Sharon Lee

#### **MEMBERS OF THE BOARD OF EDUCATION ABSENT:** *None*

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

Erickson Points of Pride included: 1) Back-to-School Kick Off; 2) Leader in Me, Year 2; 3) Playground Progress; 4) After-School Programs; 5) Intense Student Support Network; 6) Improving Attendance, and; 7) Spotlight on the University of Michigan Science.

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

*Motion by Lee, supported by Schindler*

*Action Recorded: 7/Yes; 0/No*

#### **PRESENTATIONS**

**Marketing Update:** Taryn Willis, Marketing & Communications Coordinator gave a PowerPoint presentation on YCS Communications & Community Partnerships. Topics included: 1) An Overview of Communication and Marketing; 2) the Stronger Together Campaign; 3) Website Updates; 4) Marketing and Communications; 5) Logo Usage, and; 6) Upcoming Events.

**Blueprint Installation Update:** Alena Zachery-Ross, Superintendent and Sue McCarty, Director of Human Resources gave an "update" PowerPoint presentation. Presentation included: 1) The Blueprint Systemic Reconfiguration; 2) District Network/Following the Blueprint, and; 3) YCS Blueprint Aligned. The presentation also shared information on: 1) strategic thoughts for what is happening with Blueprint in YCS; 2) What is the District Network (DN), and what it does?; 3) As a Blueprint DN, we are ...; 4) Communication is key to the overall success of an aligned Blueprint district; therefore we are ...; 5) talent management; 6) instructional infrastructure; 7) the instructional infrastructure committee, and; 8) the leadership network. Also shared in the Board packet were two documents: 1) Agenda with Communication Plan Template, and; 2) District Scorecard Calendar/Board Meeting District Presentation Planning Calendar 2018/19, revised 10/19/18.

**Washtenaw International Middle Academy (WIMA) Enrollment Planning:** Alena Zachery-Ross, Superintendent shared information on the 2019/20 WIMA Facilities Planning Discussion, including data review and future planning. Topics included: 1) Cohort Data; 2) Parent/Staff Survey; 3) Establish a Committee of Students/Parents/Staff to Consider Alternatives, and; 4) Recommendations Targeted to be Brought to the Board by December 2019.

#### **PUBLIC COMMENTS #1:** *None*

## **CONSENT AGENDA**

MOTION TO approve the following: 1) October 8, 2018 regular meeting minutes, and; 2) the personnel matters as per the attached list dated October 19, 2018: New Hires and Resignations.

*Motion by Lee, supported by Hawkins*

*Action Recorded: 7/Yes; 0/No*

## **ACTION ITEMS, Student Affairs**

### **RESOLUTION: Student Discipline**

MOTION regarding the student known to the Board as #2018.1015.#2 - move that the Board of Education adopt the Board Resolution for Student Discipline.

*Motion by Lee, supported by Schindler*

*Roll Call Vote: 7/0 Yes*

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

Topics Included: The Board of Education was provided a recommended resolution from the Board subcommittee hearing members, which met on October 15, 2018.

### **Donation: Erickson / United Way's Young Leaders Society**

MOTION TO accept an Erickson Elementary cash donation by the United Way of Washtenaw County | Young Leaders Society to purchase playground equipment, with a value of approximately \$4,000.

*Motion by Hawkins, supported by Meadows*

*Action Recorded: 7/Yes; 0/No*

### **EMU Collaborative Planning & Engagement Partnership**

MOTION TO approve the Estabrook Pilot Collaborative Planning and Engagement Partnership with Eastern Michigan University for the 2018-2021 school years.

*Motion by Meadows, supported by Hawkins*

*Roll Call Vote: 7/0 Yes*

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

### **Illuminate Education**

MOTION TO approve the renewal purchase in the amount of \$22,272 with Illuminate Education for the time period of July 1, 2018 – June 30, 2019.

*Motion by Sheler-Edwards, supported by Meadows*

*Roll Call Vote: 7/0 Yes*

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

## **ACTION ITEMS, Human Resources**

### **RESOLUTION: National Principal Month**

MOTION TO adopt the Resolution of Recognition, Commemorating October 2018 as National Principals Month.

*Motion by Meadows, supported by Lee*

*Roll Call Vote: 7/0 Yes*

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

### **Director of Operations**

MOTION TO approve the administrative employment contract with Steven Burgess to serve as Operations Director effective July 1, 2018 – June 30, 2019.

*Motion by Lee, supported by Schindler*

*Roll Call Vote: 7/0 Yes*

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



**PUBLIC COMMENTS #2:** None

**OTHER**

- *Irvine* commented on Lee's shared document for new Board member training. Lee and Sheler-Edwards collaborated on the project.
- *Sheler-Edwards* commented on the "shared document", which was a Michigan Association of School Boards (MASB) template.
- *Irvine* commented on the December superintendent evaluation, sharing that MASB's Mary Kerwin recommended an abbreviated evaluation in November, since the superintendent is contracted. Irvine shared she would poll members on November dates.
- *Sheler-Edwards* spoke of the upcoming MASB annual conference.

**BOARD/SUPERINTENDENT COMMENTS**

- *Meadows* commented on the recent NAACP dinner.
- *Hawkins* shared she was absent from the last Board meeting due to her attendance at the Washtenaw My Brother's Keeper event. She spoke to the YCS students portrayed in the video at this event.
- *Irvine* commented on those assisting with the Sinking Fund. She referenced a list of upcoming neighborhood meetings, which she sent to Board members.
- *Sheler-Edwards* commented on Maria Goodrich, who is out tonight canvassing on the Sinking Fund.
- *Hawkins* spoke of upcoming Washtenaw International Middle Academy conferences, and covering time to share information on the Sinking Fund with parents attending.

**RECESS TO CLOSED SESSION – Section 8(a) OMA, Employee Requested**

MOTION TO convene in closed session under Section 8(a) of the OMA for an employee-requested session.

*Motion by Champagne, supported by Lee*

*Roll Call Vote: 7/0 Yes*

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

The meeting was called to closed session at 7:57 p.m. The meeting reconvened to open session at 8:10 p.m.

**ACTION ITEM: Employment/New Hire, Employee A**

MOTION TO approve the employment of Employee A.

*Motion by Sheler-Edwards, supported by Champagne*

*Roll Call Vote: 7/0 Yes*

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

*Meeting Adjourned: 8:15 p.m.*

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

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

Initials: \_\_\_\_

Board of Education

Name	Location	Position	New Position or Replacement
New Hire			
Resignations			
Dongvillo, Greta	High School	31a Media Specialist	
Griffis, Morgan	Ford	Kindergarden	
Johnson, Jamar	High School	Food Service Worker	
McAnulity, Melissa	YIES	Para Pro	
Oleary, Robert	High School	Math Teacher	
Rhodes, Samuel	District	Food Service Worker	
Starkey, Amy	Erickson/Estabrook	31a Media Specialist	
Wright, Allyson	High School	ELA Teacher	
Prepared by: L. Nowling, Human Resources			
		11/7/2018	

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



**Enclosure #7A.i**  
**APPROVAL OF WCC POSTSECONDARY ENROLLMENT AGREEMENT**

**Meeting of 11/12/18**  
*Presented by **Dr. Sherrell Hobbs***  
*Prepared by **Paula Gutzman***

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

**Rationale/Background Information**

The attached 2018/19 Postsecondary Enrollment Agreement with Washtenaw Community College (WCC) will provide opportunities for high school students by encouraging qualified students to enroll in eligible courses at WCC. We currently have 69 students participating in the program with the opportunity to earn over 625 college credits. In addition to earning college credits, students will explore other educational opportunities and courses that would not normally be available to them in the traditional high school setting.

Tuition, material fees and registration required by the college will be paid for by YCS using the state per pupil allocations.

**Proposed Motion**

*“ .... move that the Board of Education approve the 2018/19 Postsecondary Enrollment Agreement with Washtenaw Community College, with an expiration date of June 30, 2019.”*

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

State Per Pupil Funds would be used to pay for courses, textbooks and registration.

**Attachments:**

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

## POSTSECONDARY ENROLLMENT AGREEMENT

This Postsecondary Enrollment Agreement ("Agreement") is entered into by the Ypsilanti Community Schools, a general powers school district operating under and in pursuance of the Revised School Code, Act 451, Public Acts of Michigan, 1976, as amended (the "District"), and by Washtenaw Community College, a community college district operating under and in pursuance of the Community College Act of 1966, Act 331, Public Acts of Michigan, 1966, as amended (the "College"), as authorized by their respective Board of Education and Board of Trustees.

1. **Purpose.** As authorized by the Postsecondary Enrollment Options Act, MCL 388.511, *et seq.*, the Career and Technical Preparation Act, MCL 388.1901, *et seq.*, and Section 21b of the State School Aid Act, MCL 388.1621b, the purpose of this Agreement is to provide:
  - a. Options to high school pupils by encouraging and enabling qualified pupils to enroll in eligible courses at eligible postsecondary educational institutions;
  - b. Options to high school pupils by encouraging and enabling qualified pupils to enroll in courses or programs in career and technical preparation programs at eligible postsecondary educational institutions;
  - c. Programs to expand and enhance postsecondary learning opportunities for eligible District students; and
  - d. Opportunities for eligible District students to earn postsecondary academic credit for successful completion of certain course work.
2. **Intent.** The parties intend to work cooperatively together to meet the purpose of this Agreement, as well as to comply with Michigan law and the standards established by the Michigan State Board of Education and the Higher Learning Commission of the North Central Association of Colleges and Schools.
3. **Eligible Postsecondary Institution.** The College represents that it is an "*eligible postsecondary institution*" as that term is defined in both Section 3(1)(e) of the Postsecondary Enrollment Options Act, MCL 388.513(1)(e), and Section 3(1)(f) of the Career and Technical Preparation Act, MCL 388.1903(1)(f).
4. **School District.** The district represents that it is a "*school district*" as that term is defined in Section 3(1)(k) of the Postsecondary Enrollment Options Act, MCL 388.513(1)(k), and in Section 3(1)(l) of the Career and Technical Preparation Act, MCL 388.1903(1)(l).
5. **Definitions.** As used in this Agreement:
  - a. "*Eligible Course*" means that term as defined in Section 3(1)(d) of the Postsecondary Enrollment Options Act, MCL 388.513(1)(d), or in Section 3(1)(e) of the Career and Technical Preparation Act, MCL 388.1903(1)(e).
  - b. "*Eligible Student*" means that term as defined in Section 3(1)(f) of the Postsecondary Enrollment Options Act, MCL 388.513(1)(f), or in Section 3(1)(g) of the Career and Technical Preparation Act, MCL 388.1903(1)(g), and applied to students enrolled in the District, except to the extent that either MCL 388.514(13)

or MCL 388.1904(13) applies or to the extent the student participates in intercollegiate athletics.

6. **Application Fee.** For purposes of enrolling in an Eligible Course, neither the District nor its Eligible Students will be required to pay any existing application fee of the College.
7. **Tuition.** The District will pay to the College on behalf of the Eligible Student tuition and mandatory course fees, material fees, and registration fees required by the College for enrollment in an Eligible Course (the “Eligible Charges”) which the College delivers pursuant to the Agreement and as described in Exhibit A to this Agreement. Said payments shall not exceed the lesser of the total amount of the Eligible Charges or the prorated percentage of the State portion of the foundation allowance paid or calculated, as applicable, on behalf of that student under MCL 388.1620, with the proration based on the proportion of the school year that the Eligible Student attends the College (the “Prorated Percentage Amount”). In the event the Eligible Charges are greater than the Prorated Percentage Amount, the Eligible Student shall be responsible for the difference between the Eligible Charges and the Prorated Percentage Amount. No late fees shall be chargeable by the College to either an Eligible Student or the District for a payment made in compliance with the time frames established in either the Postsecondary Enrollment Options Act or the Career and Technical Preparation Act even if the College would otherwise consider the payment as late.
8. **Textbooks.** The District will provide the enrolled Eligible Student with all textbooks required for the Eligible Course. Those textbooks will remain the property of the District. The Eligible Student is to be held financially responsible for any textbook provided under this section of this Agreement that is not returned by the established deadline.
9. **Information.** The District will provide information and counseling services to its high school students about postsecondary enrollment options in general, as well as the specific Eligible Courses offered by the College pursuant to this Agreement.
10. **Staffing.** The College is responsible for all staffing, compensation, evaluation, and supervision decisions in cooperation with the District’s administration as to the persons it assigns to provide instructional services for the Eligible Course, which it offers pursuant to this Agreement. In the event any College staff provides or is to provide instruction on District premises, such staff shall be subject to all statutorily required criminal history and criminal background checks, at the cost of the College. The District shall provide necessary special education staffing to service an Eligible Student enrolled in an Eligible Course as deemed necessary by the IEP of that student.
11. **Support Services.** Unless otherwise expressly stated in this Agreement, the College will provide all necessary support services for the Eligible Course, which it offers pursuant to this Agreement.
12. **Facility Use.** To the extent any Eligible Courses are offered at a District site, the District will provide a facility and necessary equipment pursuant to a separate Facility Use Agreement.

13. **Recordkeeping.** Acknowledging that the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, governs student access to student education records, the College agrees to maintain accurate and complete records of the student’s class attendance and course grades. Further, the College agrees to provide the District with a copy of student attendance records, as well as grade and transcript records of District students enrolled in an Eligible Course pursuant to this Agreement.
14. **Enrollment Notice.** In addition to delivery to the relevant student, all enrollment notices required to be provided by the College to the District pursuant to MCL 388.514 and/or MCL 388.1904 shall be directed to: Alena Zachery-Ross, Interim Superintendent, Ypsilanti Community Schools.
15. **Compliance.** To ensure compliance with Michigan law, the College agrees to comply with information requests from the District, the Washtenaw Intermediate School District, and the Michigan Department of Education regarding the Eligible Course, which it offers and provides to District students pursuant to this Agreement.
16. **No Transportation.** The District and the College acknowledge that unless required by an applicable IEP and/or Section 504 plan, neither the District nor the College is obligated by this Agreement to provide transportation to an Eligible Student to attend an Eligible Course.
17. **Student Status.** An Eligible Student of the District who enrolls in an Eligible Course will also be considered a student of the College and will be entitled to use College facilitates and support services. To the extent an Eligible Student has an IEP and/or a Section 504 plan in place, the College agrees to review and consider such plan(s) when determining any accommodations to be provided by the College. Such students may be eligible for disability services through the College’s Learning Support Services (“LSS”) office. In the event the College requires additional information and/or testing to determine eligibility for disability services, both the student and the District shall cooperate in providing such information to the College’s LSS office. Accommodations to any student are determined on a case-by-case basis. The District and College will meet on an annual basis prior to the commencement of course work to determine District resources for any Eligible Student with an IEP and/or Section 504 plan.
18. **Insurance.** At all times during the term of the Agreement, the District and the College shall maintain and provide certificates of insurance for:
  - a. Commercial General Liability including teacher’s professional, for a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
  - b. Workers’ Compensation Insurance, including employer’s liability to cover employee injuries or disease compensated under the Workers’ compensation statutes of the State of Michigan.
  - c. Comprehensive automobile liability insurance to cover Michigan No Fault liability, residual bodily injury liability and property damage with coverage limits as outlined above, and otherwise complying with the provision of the Michigan No-Fault Act,

such policy covering any and all occurrence arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.

- d. All Risk Property Insurance for all District property on a replacement cost basis, with no greater than \$1,000 deductible.

19. **No Assignment.** Neither party may assign or in any manner transfer this agreement or any rights or obligations hereunder without the consent of the other.
20. **Waiver of Breach.** The failure of either party to enforce strictly any provision of this agreement shall not be construed as a waiver thereof or as excusing the defaulting party from future performance.
21. **Severability.** If any portion of this agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the parties agree to negotiate in good faith to reach a new agreement which accomplishes essentially the same objectives for all the parties but which does not contain the invalid or unenforceable provisions.
22. **Interpretation of Agreement.** This agreement shall be governed by and interpreted under the laws of the State of Michigan.
23. **Entire Agreement.** This Agreement represents the full and complete understanding of the parties and may only be modified by a written agreement signed by an authorized representative of each party.
24. **Duration.** This Agreement is in force through the 2018-2019 school year and will expire on June 30, 2019.
25. **Authorization.** Each person signing this Agreement certifies that he/she is authorized to execute this Agreement on behalf of the respective educational institution.

YPSILANTI COMMUNITY SCHOOLS

WASHTENAW COMMUNITY COLLEGE

By: \_\_\_\_\_

Alena Zachery-Ross

Its: Superintendent of Schools

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_

William L. Johnson

Its: Vice President & Chief Financial Officer

Date: \_\_\_\_\_, 2018



## Exhibit A

### Certified Nurse Assistant Program

**One semester program – student may take Fall or Winter semester**

**In addition to Nursing Assistant certificate, the program also includes CPR and Medical Terminology or Healthcare Career Course.**

- After successful completion of the program, students eligible to take the Certified Nurse Aid (CNA) state certification exam and have an American Red Cross CPR/AED first aid training card.
- Student to take CNA certification exam with 6 months of completion of program.
- Monday through Friday, 2.25 hrs/day, following YCS calendar
  - 6 credits
  - Tuition/Fees/Supplies \$1248/student
  - CNA State Exam \$125 (for eligible students)
- ***TOTAL COST per semester \$1373 for program (includes state exam)***
- Minimum enrollment required 16 students/semester
- Maximum enrollment 24 students/semester
- Offered at Ypsilanti Community High School campus

### Child Development Certificate

**Two semester program**

**10 Credit Certificate program (12 credits with CPR and Certification Prep)**

- After successful completion of courses, student will earn certificate in Child Development and be prepared for the assessment exam required for the Child Development Associate (CDA) credential (additional experience hours may be needed before sitting for credential exam).
- Courses include lecture (theory), 120-hr practicum each semester, CPR, and certification preparation course
- Monday through Friday, 3 hrs/day, following YCS calendar
- Offered on YCS child care sites
- Semester 1
  - 6 credits (CCP 122, CCP 132, HSC 131)
  - Tuition/Fees/Supplies
- COST semester 1 - \$739/student
- Semester 2
  - 6 credits (CCP 123, CCP 132, CCP 124)
  - Tuition/Fees/Supplies
- COST semester 2 - \$630/student
- TOTAL COST of program - \$1,360/student
- *(Does not include \$425 state certification exam fee)*
- Minimum enrollment –10
- Maximum enrollment- 20 (may be less dependent on practicum sites)

### **Introduction to Manufacturing Processes**

**Two semester program**

**8 credit Certificate of Completion program**

**16 credits with ACS 107 and ACS 108 (Academic Skills/Reading courses)**

- Courses scheduled Monday through Friday, 3 hrs/day
- Offered on WCC campus
- Semester 1
  - 8 credits (MEC 101, NCT 101, ACS 107)
  - Tuition/Fees/Supplies
- COST semester 1 - \$1,606/student
- Semester 2
  - 8 credits (NCT 110, MTT 102, ACS 108)
  - Tuition/Fees/Supplies
- COST semester 2 - \$1,337/student
- TOTAL COST of program - \$2,943/student
- Minimum enrollment – 10
- Maximum enrollment – 16 course limit

### **General Courses for Dual Enrollment**

- Offered during Fall, Winter and Spring/Summer to YCS students who meet “Eligible Student” definitions in Section 5 of this Agreement.
- \$105 per credit hour, includes tuition and technology/enrollment fee
- Classes with additional contact hours above 1 credit to 15 contact hour ratio may have additional contact hour fee of \$5/additional contact hour (\$300 maximum)
- Classes may also require books and supplies
- Formal postsecondary partner for the Investing in Innovation (i3) STEM Early College Expansion Project grant with Columbia University, New York

### **Adult Transitions GED Plus**

#### **College and Career Readiness Program**

- The details and costs of this program will be under separate contract.

#### **College and Career Readiness Bridge Program**

- July 9 – August 3, 2018
- July 8 – August 2, 2019
- Monday through Friday, 9:30am – 12:30 pm
- 60 hours of instruction to YCS students who meet eligible criteria of Level 3 or 4 score on ACCUPLACER assessment and principal recommendation
- Basic skills (reading, writing, math) and college readiness (soft skills) preparation
- Breakfast and snack provided
- Minimum of 32 students
- Maximum of 40 students
- TOTAL COST for 2018 - \$275 to \$300 per youth depending on cohort size
- Offered on WCC campus

**Teacher Professional Development**

- Professional development activities for teachers with WCC and WTMC (Washtenaw Technical Middle College) staff to be billed on a per hour basis
- WCC will explore the pilot of allowing YCS faculty to enroll in WCC courses for no charge in unfilled course seats ONLY. This will allow YCS faculty to better learn about the post-secondary environment and needed skills, gain deeper content knowledge, and obtain credits needed for certification licensing at no cost to the employee. The WCC-YCS partnership work team will develop operational policies to be reviewed prior to launching this pilot.

**Enclosure #7A.ii**  
**ACCEPTANCE OF DONATION | YCHS**  
**Toyota Research & Development, Donor**  
**Meeting of 11/12/2018**  
*Presented by Alena Zachery-Ross*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

Ypsilanti Community High School (YCHS) is requesting approval for a donation of “gym equipment” from Toyota Research & Development. An itemized list of 15 items of donation is included on the donation information, which is attached. This donation is a result of a remodel at a Toyota facility.

Ypsilanti Community Schools and YCHS are grateful for this generous donation. Donations provide educational services and opportunities that help make schools more effective and more accessible to all students. This donation will enhance opportunities at YCHS, and is valued at more than \$1,000.

**Proposed Motion**

***“ .... move that the Board of Education accept a Ypsilanti Community High School donation of ‘gym equipment’ from Toyota Research & Development.”***

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

**Attachments:**

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

**From:** P J Ramaswami (TMNA) **TOYOTA** | TMNA Research & Development  
**Sent:** Wednesday, October 10, 2018 9:51 AM  
**To:** 'Alena Zachery-Ross'; Cory Gildersleeve  
**Subject:** RE: Meeting and Equipt

●● PROTECTED 関係者外秘

Thank you Alena, I'll look forward to hearing from Paula.

Cory, we have an upcoming remodel and have closed out gym. We have the following equipment we would like to donate in whole. If you are interested, I would need to know the school's tax ID information, we would proceed with the paperwork to release from our records and ask that you sign a liability release contract. Please let me know your contact information (school address, Tax ID, etc) and I'll let things move forward.

#1: Precore Treadmill 932i/946i
#2: Precore Treadmill 932i/946i
#3: Precore Treadmill 932i/946i
#4: LifeCycle - Recumbent Bike
#5: LifeCycle - Recumbent Bike
#6: Misc. Furniture - Recumbent Rower
#7: LifeCycle - Stair stepper
#8: LifeCycle - Stair stepper
#9: Weight Scale
#10: Seated Rower
#11: Weights - Calf Raise
#12: Weight Bench - Quad/Hamstring
#13: Bench - Adjustable Decline
#14: Precore - Elliptical
#15: Reverse Sit-up Bench

Thank you,

**P. J. Ramaswami**  
**TOYOTA** | TMNA Research & Development HQ



**Enclosure #7B.i**  
**ADOPTION OF SUMMER TAX RESOLUTION**  
**Meeting of 11/12/2018**  
*Presented by Edwina Hill*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

Ypsilanti Community Schools currently has a summer tax levy of 100%. It is recommended that we continue with this authorization for the 2019 tax year. The following Summer Tax Resolution supports the ongoing resolution, imposing a 100% summer tax levy.

This is a standard resolution that is approved annually in order to collect taxes during the summer. A copy of the adopted resolution must be filed with each city and township with the YCS boundaries on or before December 31, 2018.

**Proposed Motion**

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

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

**Attachments:**

☒ Enclosed    ☐ To Be Distributed at Meeting    ☐ None

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

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

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

Present: Members

Absent: Members

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

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

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

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

Ayes:

Nays:

Resolution declared adopted.

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

The undersigned duly qualified and acting Secretary for the Board of Education of Ypsilanti Community Schools, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on November 12, 2018, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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

**Enclosure #7B.ii**  
**APPROVAL OF ENERGY SAVINGS PERFORMANCE CONTRACT**  
**Schneider Electric**  
**Meeting of 11/12/2018**  
*Presented by Steven D. Burgess*  
*Prepared by Paula Gutzman*

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

**Rationale/Background Information**

Schneider Electric was tasked with two actions from the Board of Education following a presentation on performance contracting, i.e., reduce and define the scope of the work, and, investigate how it would be financed. The Finance and Operations Board subcommittee agreed to extend a good faith commitment to Flagstar Bank who was willing to loan the money needed to upgrade our lighting from costly, inefficient fluorescent to efficient LED lighting. Subcommittee notes also state that Schneider Electric would submit a performance contracting agreement to the Board for a vote on November 12, 2018.

It is recommended that the Board approve the Schneider Electric Performance Contracting Agreement so the District can:

1. Provide proper lighting to all of our schools, which have numerous burned out lights.
2. Save money in the General Fund that would have been used to replace the current broken lighting.
3. Save money in the General Fund by significantly reducing energy consumption and utility bills.

In addition, there are plans to have additional information on boiler upgrades on Monday.

**Proposed Motion**

***" .... move that the Board of Education approve the Schneider Electric Energy Savings Contract, a performance contract."***

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

Will reduce General Fund expenditures by the amount of savings in excess of the loan payments.  
Please refer to loan repayment sheet for actual numbers.

**Attachments:**

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

Flagstar Bank Proposal (10/29/18)



## ENERGY SERVICES CONTRACT

This is an Energy Services Contract (this "Contract") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Ypsilanti Community Schools ("Customer"), dated \_\_\_\_\_, 20\_\_ (the "Date of Commencement") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the attached schedules and exhibit(s) which are listed below and incorporated fully herein, subject to the terms and conditions set forth herein:

**Schedule A: Scope of Work**

**Schedule B: Performance Assurance Support Services Agreement**

**Schedule C: Performance Guarantee**

**Schedule D: Measurement & Verification ("M&V") Plan**

**Schedule E: Customer Responsibilities for Performance Guarantee**

**Exhibit A: Performance Assurance Support Services**

**Ypsilanti Community Schools**

**Schneider Electric Buildings  
Americas, Inc.**

By _____ (Signature)	By _____ (Signature)
Print Name _____	Print Name _____
Title _____	Title _____

## DEFINITIONS

1. "Actual Savings" is defined as the sum of the total savings realized using the procedures defined in Schedule D plus all adjustments and non-measured savings.
2. "Annual Savings Guarantee" is the amount of energy savings guaranteed by ESCO for a twelve (12) month period beginning on the Savings Guarantee Commencement Date and any subsequent twelve (12) month anniversary thereafter.
3. "Change Order" is defined as a written change in the Project executed by both parties.
4. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, Customer's Request for Proposals (dated April 30, 2018), accepted portions of ESCO's response to the RFP, other documents listed in the Contract, and any mutually agreed upon written modification issued after execution of this Contract. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.
5. "Date of Commencement" is the date provided above.
6. "Day" as used herein shall mean calendar day unless otherwise specifically designated.

7. "Excess Savings" is the amount of Actual Savings in excess of the Performance Guarantee to date including any savings achieved during construction.
8. "Guarantee Year" is the twelve (12) month period beginning on the Savings Guarantee Commencement Date and each subsequent twelve (12) month anniversary thereafter.
9. "Performance Guarantee" is the sum of the Annual Savings Guarantee for each year of the guarantee term as set forth in Schedule C or unless terminated earlier in accordance with the Contract Documents.
10. "Performance Period" is defined as the period beginning on the Savings Guarantee Commencement Date and extending through the time period as defined in the Performance Guarantee.
11. "Project" refers to scope of work, as set forth in Schedule A: Scope of Work, made to facilities of Customer.
12. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter.
13. "Substantial Completion" refers to and shall mean the date the parties have certified in writing, pursuant to a Certificate of Substantial Completion, that the individual scopes of work are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.
14. "Warranty Period" is as defined in Article 4.3.
15. "Work" means the services required by the Contract Documents, whether completed or partially completed and, includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.



# TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

## ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 365 days from Date of Commencement (the "Contract Time"), subject to adjustments of this Contract Time as provided in the Contract Documents.

## ARTICLE 2 – CONTRACT SUM AND PAYMENTS

2.1 The total of all contract payments shall be \$3,272,843 (the "Contract Sum"). Construction progress payments shall be made to ESCO monthly based on the percentage completion of the Project, taking into consideration ESCO's "Schedule of Values".

2.1.1 Within fifteen (15) days from the Commencement Date, ESCO shall provide Customer with an schedule for each portion of the Project. Customer will review and approve the proposed schedule for implementation at each site. The Schedule may be used as a basis for reviewing ESCO's requests for payment. Customer may request the ESCO to defer installation of the materials or equipment on a building by building or project-by-project basis, if Customer deems such deference necessary so as not to disrupt the school environment or other construction activities. Because other activities of the Customer may be proceeding at the same time as Work covered in the Contract, ESCO shall cooperate with Customer to ensure that all Work progresses in a manner that does not unreasonably conflict with Customer's other activities.

2.2 . The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the project mobilization payment. The Schedule of Values must be approved by the Customer in writing and must be consistent with the Project Schedule and deadlines for Substantial Completion and Final Completion.

2.3 ESCO may submit "Payment Request Forms" and payments shall be made to ESCO on a monthly basis during construction, unless and to the extent reasonably disputed in good faith, in an amount equal to the value of services properly rendered since the last interim payment unless and to the extent reasonably disputed in good faith. If any undisputed payment is over thirty (30) days late from the due date stated on the invoice, Customer shall pay to ESCO an interest penalty of five percent (5%) per annum (see NCL 438.31).

2.4 Within ten (10) days of the Date of Commencement, Customer shall make payment to ESCO for project mobilization expenses ("Project Mobilization Payment") in the amount of 10% of the Contract Sum.

2.5 For the initial one (1) year beginning at the Savings Guarantee Commencement Date, Customer shall receive the services as described in the Performance Assurance Support Services Agreement ("PASS Agreement") at no additional cost. Thereafter, the PASS Agreement shall automatically renew for a period of one (1) year, whereby Customer can maintain the current service or upgrade the level of service as provided for in Schedule B. Any additional renewals shall be by written agreement of the parties.

2.6 Payments may be withheld on account of (1) Defective Work not remedied, (2) claims filed by third parties, (3) failure of ESCO to make payments properly to the "Subcontractor(s)" or for labor, materials or equipment, (4) repeated failure to carry out the Work in accordance with the Contract Documents,

2.7 Final payment shall not become due until ESCO has delivered to Customer all close-out documents, all information required by the Contract, and a complete release of all liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to

Customer to indemnify Customer against such lien.

2.8 The making of final payment shall not constitute a waiver of claims by Customer.

### **ARTICLE 3 – CUSTOMER**

3.1 Except for permits and fees which are the responsibility of ESCO for the Project under the Contract Documents, Customer shall secure and pay for necessary approvals, assessments, and charges required for the use or occupancy of permanent structures or permanent changes in facilities.

3.2 ESCO warrants that materials and equipment furnished by ESCO will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work and Services will conform to the requirements of the Contract Documents. If within the Warranty Period, ESCO fails to correct Work that is not in strict accordance with the requirements of the Contract Documents ("Defective Work"), Customer, upon seven (7) days prior written notice to ESCO, and if ESCO does not correct or diligently commence to correct such failure within such notice period, may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO, as permitted by law and as is necessary for ESCO's performance of the Project.

3.4 Customer shall notify ESCO in writing of any or all uses or restrictions in usage of all areas of Customer's facility.

3.5 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents, including but not limited to those duties and responsibilities set forth in Schedule E.

### **ARTICLE 4 – ESCO**

4.1 ESCO shall supervise and direct the Work, using ESCO'S professional skill and attention in compliance with all applicable laws, including but not limited to the Michigan Revised School Code and the Michigan School Building Construction Act. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 ESCO shall provide and pay for all labor, materials, tools, equipment, transportation, machinery, and other services necessary for the proper execution and completion of the Work. ESCO agrees that successful design, installation, and operation of the Project includes all phases of design, installation, monitoring of systems, as well as support, training, and maintenance as specified in the Contract.

4.3 ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed energy conservation measures or ECMs (hereinafter "Acceptance Testing") that are part of the Project. Acceptance Testing shall be designed to determine if the installed equipment that is part of the Project is functioning in accordance with both its published specifications and The Contract, and to determine if building systems and components that are part of the Project are functioning properly. ESCO shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that are part of the Project that may be observed during system commissioning procedures. Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused. Prior to Customer acceptance, ESCO shall also provide Customer with satisfactory documentary evidence that the Work is installed as specified.

4.4 ESCO shall cooperate with Customer's operating and maintenance personnel, shall train said personnel in operation and maintenance of any equipment installed as part of the Scope of Work as set

forth in the Contract, and shall provide a customized training program for Customer's personnel. The required training shall be completed prior to ESCO's request for a Certificate of Final Completion. ESCO shall provide training as reasonably necessary with respect to updated or altered equipment, including upgraded software. Such training shall be provided at no additional charge to Customer.

4.5 ESCO shall provide all information required by MCL 380.1274a(3), MCL 380.1274a(7), and MCL 380.1274a(8), and their respective subparagraphs. It is acknowledged that some of the aforementioned information is required to be filed by Customer with the State of Michigan.

4.6 ESCO warrants to Customer for a period of one (1) year from the date of Substantial Completion that the materials and equipment manufactured by ESCO will be of good quality and new unless the Contract Documents require or permit a longer warranty, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for material damage or defect caused by abuse, alterations to the Work not executed with the knowledge of, or by or for ESCO, improper or insufficient maintenance, or improper operation caused by Customer's authorized agents, or for normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT SUM PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.7 Acknowledging Customer is tax-exempt, ESCO shall pay any and all sales, consumer, use, real and personal property taxes, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work. Customer shall provide to ESCO all necessary tax-exempt documents.

4.8 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.9 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.10 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.11 ESCO shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights, and shall hold Customer harmless from loss on account thereof.

4.12 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. The indemnification obligation set forth herein shall be on a comparison basis of fault and is understood to be as broad as permitted by law.

4.13 ESCO shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, ESCO shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the Contract Sum for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

## **ARTICLE 5 – DISPUTE RESOLUTION**

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract, or Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

5.2 The arbitration proceeding location shall be in the county in which the Project is located.

## **ARTICLE 6 – SUBCONTRACTS**

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 ESCO shall furnish in writing to Customer the names of any proposed Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer, and (2) require Customer to be named as a third party beneficiary.

## **ARTICLE 7 – CHANGES IN THE WORK**

7.1 Customer may order changes in Work consisting of additions, deletions or modifications, whereby, the Contract Sum and Contract Time shall be adjusted accordingly, up or down. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order. Change Orders shall not be binding on Customer unless executed by authorized representatives of both parties.

7.2 Notwithstanding anything to the contrary contained in the Contract Documents, changes to the Contract Sum and Contract Time shall be changed only by Change Order.

7.3 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.4 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason, through no fault of ESCO, the Contract Time for Substantial



Completion shall be extended to reflect such period of interruption and the Contract Sum shall be negotiated to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay, if any. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent and efforts commercially reasonable as required by law. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work properly and timely executed to the date of termination.

## **ARTICLE 8 – TIME**

8.1 The date of Substantial Completion is the date certified by both parties in accordance with Article 9.2.

8.2 If either party cannot timely perform due to conditions outside of their reasonable control, which may include fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other similar causes, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of the affected Work or services to cover such delay.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Upon Substantial Completion, ESCO will issue a certificate of Substantial Completion to Customer, which will be reviewed with Customer along with a list of all remaining work and timelines for completion. See § 8.1. Prior to Substantial Completion, Customer shall promptly review and inspect all Work and, if Customer identifies any non-conforming Work prior to Substantial Completion, it shall promptly inform ESCO in writing of any non-conforming Work. same, and ESCO shall promptly correct any such non-conforming Work.

9.3 The Certificate of Substantial Completion to be executed by ESCO and Customer shall include a written certification from both ESCO and the Customer that, with the exception of punch list items identified, all of the agreed Work is complete and in a form that permits normal and regular operation by Customer of all subject improvements, that all component products and equipment installed and supplied under the Agreement are fully operational and in working order and that each of Customer's buildings where Work was performed are free of construction debris and otherwise in a condition suitable for unrestricted resumption of educational services. The Certificate of Substantial Completion shall also include: (a) an acknowledgement that the Work for the facility improvement measures ("FIM") has been substantially completed and the Substantial Completion Date for each described FIM, (b) an acknowledgment of delivery and receipt of operation and maintenance manuals, as-built drawings, third party warranties, full and final lien waivers from subcontractors and suppliers, and training provided by ESCO under the Agreement, (c) an acknowledgement by the Customer of the warranty start date and warranty period; and (d) a punchlist of items remaining to be completed by ESCO.

9.4 ESCO agrees to achieve final completion, including all punchlist items identified and/or other remaining Work as identified by Customer and ESCO pursuant to an agreed-upon punch-list schedule. Upon final completion, ESCO shall submit the executed Certificate of Final Completion to the Customer along with the final Application for Payment. The Certificate of Final Completion shall include any and all project documentation not previously submitted, including any remaining waivers of lien from subcontractors, as-built drawings and documentation required to verify percentage completion.

## **ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all Work, including all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1)



employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. ESCO shall comply with all applicable laws, including the Customer's policies, guidelines, and other reasonable directives of Customer.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Sum for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations and to the extent necessary to resume Work and/or services, if Customer desires to so continue.

## **ARTICLE 11 – INSURANCE AND BONDS**

11.1 ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession, to the scope of Work and services required by this Agreement, and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than \$2,000,000 per occurrence. Certificates of such insurance shall be provided to Customer prior to commencement of the Work. The certificates of insurance shall identify the following as additional insureds under the commercial general and automobile liability coverages with respect to liability arising out of operations performed for them by or on behalf of ESCO: Customer, including all its elected and appointed officials (the "Additional Insureds"). This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds.

11.2 ESCO shall provide payment and performance bonds for 100% of the Contract Sum to secure the faithful performance of the Work, compliance with the terms of this Contract, compliance with applicable laws, and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be

construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, or (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract. Customer may require a separate bond to guarantee energy savings in accordance with MCL 380.1274a. If a guarantee bond is required, it must be noted by the client prior to contract signing so that costs may be included in the Contract Sum.

## **ARTICLE 12 – TERMINATION OF THE CONTRACT**

12.1 If Customer fails to make undisputed payments to ESCO when due and after thirty (30) days of receiving written notice for payment by ESCO, ESCO may, , terminate the Contract and recover from Customer payment for all Work executed to the date of termination.

12.2 If Customer (1) fails or neglects to maintain Customer responsibilities as set forth in Schedule E, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer seven (7) days to cure, terminate the Contract, including, but not limited to the termination of any obligation of ESCO to provide the Performance Guarantee.

12.3 If either party breaches a material provision of this Contract, the other party, after delivery of written notice and providing seven (7) days to cure such breach, may make good such deficiencies and may charge the cost thereof from the breaching party.

12.4 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

## **ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS**

13.1 If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

13.2 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party. The Contract creates an independent contractor relationship and shall be interpreted consistently with that premise.

13.3 This Contract shall be governed by the laws of the state of Michigan.

13.4 This Contract and all attachments and documents referenced herein sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

13.5 Any failure of either party to require strict performance by the other, or any waiver by either party of any requirement under this Agreement, does not indicate consent to or waive any subsequent failure or breach by the non-waiving party.

13.6 ESCO shall be fully responsible to Customer for the negligent acts and omissions of subcontractors and of all persons brought on site by ESCO. Nothing in this Agreement shall create any contractual relationship between any subcontractor and Customer. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its right, title or interest in the same or any part thereof, without prior written consent of the other party, not to be unreasonably withheld. ESCO shall not assign any of the monies due or that become due and payable under this Agreement without the prior written consent of Customer.

13.7 ESCO shall provide Customer reasonable access to any computer system hardware or software necessary for Customer to operate the equipment installed under this Agreement.

13.8 ESCO is an equal opportunity employer and it does not unlawfully discriminate against anyone on the basis of race, creed, color, age, sex, national origin, disability, handicap or any other protected class identified either in Michigan or federal law.

13.9 Customer reserves the right to approve the identity of representatives and employees of ESCO or any of its subcontractors upon reasonable written request to ESCO. Customer shall retain the right to have any employee of ESCO or any subcontractor removed from the Project at Customer's discretion for any lawful reason following written notice to ESCO.

## **SCHEDULE A: SCOPE OF WORK**

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

### **LIGHTING RENOVATIONS**

ESCO will be performing interior and exterior lighting retrofits at the following Customer facilities.

- Ypsilanti International Elementary School (503 Oak St)
- Erickson Elementary School (1427 Levona St)
- Perry Early Learning Center (550 Perry St)
- Ypsilanti Community Middle School – Willow Run (235 Spencer Lane)
- Washtenaw International High School – East Middle School (510 Emerick St)
- Ypsilanti STEMM/AC Tech (2095 Packard Rd)
- Estabrook Elementary School (1555 W Cross St)
- Ford Early Learning Center (2440 Clark Rd)
- Holmes Elementary School (1255 Holmes Rd)
- Ypsilanti ACCE Program (1076 Ecorse Rd)
- Ypsilanti Middle School – West Middle School (105 N Mansfield)

### **LED Mixture of LED Tubes Drivers & Controls and Line-Voltage Tubes**

- In classroom and office areas, remove existing fluorescent lamps and ballasts and replace with new LED tubes and drivers containing 0-10V drivers. In addition, install Kinetic Rocker Panel Switching and Vacancy Sensors that can wirelessly start fixtures at a designated light output, dim from 10% to 100% light output at the switch, and provide daylight harvesting in areas if required. Each area containing these controls will be commissioned and desired or IES light levels.
- In all non-classroom and office areas, retrofit existing linear fluorescent lamps with new 10.5-watt LED line voltage tubes and removing existing ballasts. De-lamp over illuminated areas with compatible switching.
- Replace existing interior HID / Incandescent fixtures with new LED fixtures with the proper light output.
- Retrofit existing incandescent and CFL and incandescent lamps with LED lamps or fixtures of similar light output.
- Replace existing non-LED exit signs with new LED exit signs.
- Retrofit exterior pole and building mounted HID with new LED fixtures or lamps with the proper light output. Parking lot lighting will be adjustable to lower levels when occupants not present.
- The total quantity of fixture retrofits or replacements is 12,407. The number of new interior dimming switches and sensors is 676.

### **EXCLUSIONS / CLARIFICATIONS**

The following items are excluded from ESCO'S scope of work:

1. ESCO will be allowed to work daytime, evenings, weekends, and holidays at ESCO discretion, unless otherwise specified in the Scope of Work. ESCO will coordinate schedule with CUSTOMER.
2. Additional labor cost due to restriction of allowable work hours.
3. Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered.

4. Costs of providing access, access control, or security escorts not specified in the Scope of Work.
5. Hazardous materials testing and abatement not specified in the Scope of Work.
  - a. Replaced lamps and ballasts will be removed by ESCO
6. Excludes all field, sports, court, playground and performance lighting unless otherwise stated.
7. Outdoor poles will remain for fixtures receiving new lamps unless stated otherwise
8. Lighting system retrofits on the following lamps, ballasts, or fixtures, unless specified in scope of work:
  - a. Incandescent fixtures as follows:
    - i. On dimmers
    - ii. Where heat, fixture size, or photometrics prevent compact fluorescent application
    - iii. With low burn hours
    - iv. In decorative applications
  - b. F48T12 (Instant Start Slimline) fluorescents.
  - c. Battery backup ballasts.
  - d. Exit signs as follows:
    - i. Fluorescent exits
    - ii. Edge-lit signs
    - iii. Incandescent which will not accommodate LED retrofit unit
    - iv. Existing LED exit signs
  - e. Abandoned fixtures.
9. Dimming systems and associated fixtures unless specified in the Scope of Work.
10. Two-stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
11. Support mechanisms and housings of fixtures.
12. Sockets unless otherwise stated.
13. Lenses not specified in the Scope of Work.
14. Fluorescent lamp protective sleeves not specified in the Scope of Work.
15. Fixture protective covers.
16. Fluorescent fixture tombstones not specified in the Scope of Work.
17. Switches, twist timers, and breakers will not be replaced.
18. Switch plates will not be replaced.
19. Electrical wiring except that required for ballast replacement in the fixture.
20. Underground trenching and conduit replacement.
21. Time clocks associated with existing lighting fixtures not specified in the Scope of Work.
22. ESCO is not responsible for replacing, repairing, or removing any existing photo-cell sensor used in exterior lighting systems.
23. Lighting fixtures will not be replaced unless specified in the Scope of Work.
24. Lighting fixtures will not be relocated unless specified in the Scope of Work.
25. Excludes all damage and performance limitations considered Acts of God.



## SCHEDULE B: PERFORMANCE ASSURANCE SUPPORT SERVICES AGREEMENT

This Performance Assurance Support Services Agreement (this "PASS Agreement"), is by and between Schneider Electric Buildings Americas, Inc. ("ESCO"), and Ypsilanti Community Schools, a Michigan general powers school district, organized and operating pursuant to the Michigan Revised School Code, MCL 380.1, et seq., as amended ("Customer"). To the extent that the terms and conditions in this PASS Agreement conflict with the terms and conditions in the Contract, the terms and conditions more favorable to Customer, as required by the Agreement, Definitions, § 4, control. Any capitalized terms used and not defined herein are as defined in the Contract.

### Ypsilanti Community Schools

### Schneider Electric Buildings Americas, Inc.

By _____ (Signature)	By _____ (Signature)
Print Name _____	Print Name _____
Title _____	Title _____
Date _____	Date _____

#### A. TERM

This PASS Agreement shall commence at the Savings Guarantee Commencement Date and continue for five (5) years (the "Initial Term") and shall automatically renew for additional one (1) year periods thereafter throughout the entire guarantee term. After the Initial Term, Customer may terminate this PASS Agreement at any time by providing written notice of termination to ESCO.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PASS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT AS OF THE EFFECTIVE TERMINATION DATE OF THE PASS AGREEMENT AND, TO THE EXTENT PERMITTED, BY LAW, ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE. AS OF THE DATE OF TERMINATION, ESCO REMAINS RESPONSIBLE FOR ANY SAVINGS GUARANTEE APPLICABLE PRIOR TO THE DATE OF TERMINATION.

#### B. SERVICE SCOPE AND PAYMENT

ESCO shall provide the Performance Assurance Support Services (the "Services") to Customer as set forth in Exhibit A, Section 1 during the Initial Term. ESCO shall also provide all information necessary to comply, and to assist Customer in complying, with MCL 380.2174a, as well as all of the following Services:

1. Within 60 days of each anniversary of the commencement of the Guarantee Term, ESCO will provide Customer with an annual report containing:

- A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
- 2. During the Guarantee Term, an ESCO Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
  - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
  - B. advise Customer's designated personnel of any performance deficiencies based on such information;
  - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
  - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
- 3. ESCO will:
  - A. conduct pre and post installation measurements required under this Agreement;
  - B. confirm the building management system employs the control strategies, set points and schedules specified in this Agreement; and
  - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) continue with the same level of Services as set forth in the previous term, (2) change the Services level by selecting one or more of the options as set forth in Exhibit A, Section 2 of this PASS Agreement, or (3) terminate this PASS Agreement and the Performance Guarantee in accordance with the termination provisions contained herein.

- 1. After the Initial Term, the prices set forth in Exhibit A may be adjusted annually in accordance with the increase in Consumer Price Index ("CPI").
- 2. ESCO's contract prices include all taxes and fees, acknowledging Customer is tax-exempt.
- 3. After the Initial Term, payment for each year's PASS Agreement is due within thirty (30) days of the start of that year's term. Customer may utilize purchase orders for ease of administration and ordering purposes in implementation of this PASS Agreement (to include: specific products or services, scope of work, quantities, price and delivery terms only).

### **C. ACCESS**

Services provided under this PASS Agreement will be performed during normal working hours (normal working hours shall mean 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding ESCO

holidays) unless specifically stated otherwise in the PASS Agreement. However, ESCO may have the need to access Customer facilities during non-normal working hours and on holidays in order to identify and troubleshoot energy savings issues. Therefore, Customer will provide and permit ESCO reasonable access to Customer's facility and equipment to the extent necessary for ESCO'S personnel to perform the Services. Customer shall also provide access to key personnel to discuss facility operating requirements. ESCO will use commercially reasonable efforts to minimize any disturbance with Customer's operations while providing the Services when instructional activities are not in session, and shall use all reasonable efforts to minimize any disturbance with Customer's operations when instructional activities are in session.

#### **D. RELATIONSHIP**

Customer and ESCO are independent contracting parties. Nothing in this PASS Agreement shall be construed to make either party or any of its employees, the partner, joint venturer, agent, or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party. As an independent contractor, the mode, manner, method and means employed by ESCO in the performance of the terms and conditions of this PASS Agreement shall be of ESCO'S selection and under the sole control and direction of ESCO. Under the terms of this PASS Agreement, neither Customer nor any company in which it owns a controlling interest shall be required to furnish ESCO or any of its employees with any benefits, including but not limited to severance benefits, unemployment compensation or worker's compensation.

#### **E. INSURANCE**

Customer and ESCO shall each maintain insurance coverage, including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry and operations with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the facility is located and the services are being performed with an A.M. Best's rating of at least A- VII.

#### **F. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF ESCO WITH RESPECT TO THIS PASS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH, SUCH AS THE USE OF ANY DELIVERABLE FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE PAID FOR THE SERVICE PERFORMED THAT GIVES RISE TO THE CLAIM ON WHICH SUCH LIABILITY IS BASED.

#### **F. SUCCESSORS**

Neither this PASS Agreement nor any rights arising hereunder may be assigned, pledged, transferred or hypothecated by ESCO without the consent of Customer; such consent cannot be unreasonably withheld. No Work performed pursuant to this PASS Agreement may be subcontracted in whole or in part by ESCO without the prior written consent of Customer; such consent cannot be unreasonably withheld.

#### **G. ENTIRE AGREEMENT**

This PASS Agreement may not be altered or modified in any way except by written instrument signed by a duly authorized representative of each party.

#### **H. SEVERABILITY**

If any provision of this PASS Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

#### **I. GOVERNING LAW**

This PASS Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state of Michigan, without regard to its choice of law provisions. Venue shall be in the federal, state or municipal courts serving the county in which the Services are performed.

## SCHEDULE C: PERFORMANCE GUARANTEE

The Performance Guarantee provided by ESCO will be as follows:

Year	Measured Savings	Non-Measured O&M Savings	Annual Guaranteed Savings	Cumulative Guaranteed Savings
1	\$172,202	\$34,336	\$206,538	\$206,538
2	\$177,368	\$35,455	\$212,824	\$419,362
3	\$182,689	\$36,611	\$219,301	\$638,663
4	\$188,170	\$37,805	\$225,975	\$864,638
5	\$193,815	\$39,037	\$232,852	\$1,097,490
6	\$199,630	\$40,310	\$239,939	\$1,337,430
7	\$205,619	\$41,624	\$247,242	\$1,584,672
8	\$211,787	\$42,981	\$254,768	\$1,839,440
9	\$218,141	\$44,382	\$262,523	\$2,101,963
10	\$224,685	\$45,829	\$270,514	\$2,372,477
11	\$231,426	\$47,323	\$278,748	\$2,651,225
12	\$238,368	\$48,866	\$287,234	\$2,938,459
13	\$245,519	\$50,459	\$295,978	\$3,234,437
14	\$252,885	\$52,104	\$304,989	\$3,539,426
15	\$260,472	\$53,802	\$314,274	\$3,853,699
Total	\$3,202,777	\$650,922	\$3,853,699	

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OR IN ANY CONTRACT DOCUMENT, IN THE EVENT THAT THE PASS AGREEMENT IS CANCELED OR TERMINATED BY CUSTOMER FOR ANY REASON, THE PERFORMANCE GUARANTEE SET FORTH IN SCHEDULE C SHALL BE DEEMED TO HAVE BEEN MET AND FULFILLED AS OF THE EFFECTIVE TERMINATION DATE OF THE PASS AGREEMENT AND ESCO SHALL HAVE NO FURTHER OBLIGATIONS OR LIABILITIES ASSOCIATED WITH SUCH PERFORMANCE GUARANTEE.

The procedure used to calculate savings is described in Schedule D.

### GUARANTEED SAVINGS RECONCILIATION

Customer, if required, will send ESCO all necessary utility or energy data as set forth in Schedule E herein. Within sixty (60) days of receipt of such information for the previous Guarantee Year, ESCO will determine the Actual Savings for such Guarantee Year hereafter defined as "Savings Reconciliation".

In the event the Actual Savings are less than the Guaranteed Savings for the corresponding twelve (12) months plus the installation period savings, ESCO will pay Customer the difference between the Annual Savings Guarantee and the Actual Savings for the corresponding twelve (12) months. ESCO will make payments for any savings shortfall to Customer within thirty (30) days of that year's Savings Reconciliation. In the event that there are any Excess Savings, such Excess Savings shall be retained by Customer and shall not be used to offset previous shortfalls or to reduce the amount of guaranteed savings for future years.



## SCHEDULE D: MEASUREMENT & VERIFICATION PLAN

### PROJECTED ANNUAL SAVINGS

The Performance Guarantee as established in Schedule C shall consist of savings from multiple scopes of work. The projected savings from each scope of work is presented in the table below.

Facility	Annual Projected Savings	
	kWh	kW
Erikson Elementary School	186,319	n/a
Estabrook Elementary School	143,695	n/a
Ford YLC	119,341	n/a
Holmes Elementary School	51,537	n/a
Perry CDC	154,295	n/a
Washtenaw International	199,056	n/a
Ypsilanti ACCE (Forest)	147,848	n/a
Ypsilanti Community Middle School	490,566	1,589
Ypsilanti Intl Elementary School (Adams)	108,000	n/a
Ypsilanti Middle School (West)	229,946	n/a
Ypsilanti STEMM/AC	894,525	2,856

The projected savings in the table above are provided for reference only and are not intended to construe a savings guarantee by meter, facility, or energy unit. The savings guarantee is fully defined in Schedule C.

### ENERGY, WATER, AND OPERATIONS & MAINTENANCE (O&M) RATE DATA

The cost of energy in any period will be determined by applying the rates as defined below ("Baseline Energy Rates"), or the actual energy rates during the period, as the parties mutually determine, to the energy used in a given period for each fuel type.

Utility Company:	DTE/MISEC		
Rate Schedule:	Marginal Rates		
Facility	\$ / kWh	\$ / kW	\$ / Therm
Erikson Elementary School	\$0.08910	n/a	\$0.57575
Estabrook Elementary School	\$0.08910	n/a	\$0.50821
Ford YLC	\$0.08910	n/a	\$0.57575
Holmes Elementary School	\$0.08910	n/a	\$0.57575
Perry CDC	\$0.08910	n/a	\$0.57538
Washtenaw International	\$0.08910	n/a	\$0.50821
Ypsilanti ACCE (Forest)	\$0.08910	n/a	\$0.50821
Ypsilanti Community Middle School	\$0.06005	\$4.07880	\$0.58621
Ypsilanti Intl Elementary School (Adams)	\$0.08910	n/a	\$0.57574
Ypsilanti Middle School (West)	\$0.08910	n/a	\$0.50822
Ypsilanti STEMM/AC	\$0.06005	\$4.07880	\$0.58621
Escalation:	Rates above will be escalated 3% annually beginning in Year 2.		

## MEASUREMENT & VERIFICATION DETAILS

ESCO certifies that measurement and verification techniques for determining cost savings will be performed in accordance with the protocols promulgated by the International Performance Measurement and Verification Protocol, Inc., now known as Efficiency Valuation Organization.

### OPTION A – LIGHTING EFFICIENCY AND CONTROLS

- A. Overview of M&V Plan, and Savings Calculation**
- B. Energy Savings Calculations**
- C. Key Parameter Measurement Strategy**
- D. Parameter Estimates**
- E. Cost Savings Calculations**

#### **A. Overview of M&V Plan, and Savings Calculation**

Savings in this section are determined by using an “Option A: Retrofit Isolation – Key Parameter Measurement” approach as described in the International Performance Measurement & Verification Protocol (IPMVP Volume I, EVO 10000-1:2012). The remainder of this section describes the energy savings calculations, key parameter measurements that will be conducted, parameters that will be estimated and those values, and how cost savings will be calculated. The energy and cost savings that are determined using this approach will be the annual savings values used for each year of the Performance Period.

#### **B. Energy Savings Calculations**

Provided within this section is an explanation of the calculations that will be used to perform energy savings calculations for this verification method.

##### Equations and Analysis of Energy Savings

Savings are calculated as the difference in energy usage from the baseline conditions, and the Performance Period conditions.

For energy demand, the demand savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 1 – Energy Demand Savings

$$D_{save} = \sum_{i=1}^n [(E_{Pre} - E_{Post} \times DF \times TF) \times M]_i$$

Where,

$D_{save}$  = Demand savings

$n$  = Number of fixtures

$E_{Pre}$  = Power usage of the baseline lighting conditions

$E_{Post}$  = Power usage of the Performance Period lighting conditions

$DF$  = Dimming factor (for fixtures with dimming controls)

$TF$  = Tuning factor (for fixtures with dimming controls)

$M$  = Equivalent months of annual demand savings

For energy consumption, the energy savings will be determined for each fixture and summed for all fixtures that will be retrofitted using the following formula:

Equation 2 – Energy Consumption Savings

$$E_{save} = \sum_{i=1}^n [E_{Pre} \times H_{Pre} \times O_{Pre} - E_{Post} \times H_{Post} \times O_{Post}]$$

Where,

$E_{save}$  = Energy savings

$H_{Pre}$  = Baseline burn hours

$O_{Pre}$  = Baseline occupancy factor (only applied to fixtures where occupancy sensors exist)

$H_{Post}$  = Performance Period burn hours

$O_{Pos}$  = Performance Period occupancy factor (only applied to fixtures where occupancy sensors are installed)

The energy usage of both the baseline and Performance Period lighting conditions are calculated utilizing the same equations. The measured parameters collected during the pre-implementation period will be used to compute the baseline fixture power use. The measured parameters collected during the post-implementation period will be used to compute the Performance Period fixture power use. The equations for a single fixture for both the baseline and Performance Period are shown below using the baseline calculations as an example.

Equation 3 – Total Fixture Power Use

$$E_{Pre} = E_{Fixt,Pre} + E_{Cool} + E_{Heat}$$

Where,

$E_{Fixt,Pre}$  = Pre-implementation direct power usage of light fixture

$E_{cool}$  = Indirect cooling power usage associated with the light fixture

$E_{heat}$  = Indirect heating power usage associated with the light fixture

Equation 4 – Fixture Lighting Power Use

$$E_{Fixt,Pre} = (P)_{Pre} \times Q$$

Where,

$P$  = Pre-implementation power draw of light fixture

$Q$  = Quantity of associated light fixture

Equation 5 – Cooling System Power Use

$$E_{Cool} = E_{Fixt,Pre} \times CF$$

Where,

$CF$  = Cooling Efficiency Conversion Factor

Equation 6 – Heating System Power Use (penalty)

$$E_{Heat} = E_{Fixt,Pre} \times HF$$

Where,

$HF$  = Heating Efficiency Conversion Factor (negative)

### C. Key Parameter Measurement Strategy

This section outlines the measurements that will be conducted to determine the measured values in the equations provided above in Paragraph B. For this lighting project, the key parameters that will be measured are the power consumption of each fixture type and the burn hours for each occupancy type. Measurement and documentation strategies for each project phase are outlined below.

#### Pre-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of baseline fixture types to determine the average power use for that fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The estimated wattages provided by the lighting contractor will be used for savings purposes.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample.
3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 95% confidence interval for the true population mean spans no more than 5% above and below the mean of the sample.

The mean of a sample set will be treated as the power consumption for that fixture type for all savings calculations.

The table below contains the burn hours that will be used for savings calculations purposes.

Occupancy Code	High Schools	Middle/Jr. High Schools	Elementary Schools
Classrooms	2,780	2,600	2,400
Offices	2,800	2,600	2,400
Restrooms	2,800	2,600	2,400
Halls/Commons	3,860	3,860	3,860
Storage	600	600	600
Gymnasiums	3,280	2,600	2,400
Auditorium	1,200	1,100	1,100
Exterior	4,380	4,380	4,380
Exit Signs	8,760	8,760	8,760

#### Post-Implementation Measurements and Documentation

Power measurements will be taken on a sample set of Performance Period fixture types to determine the average power use for that fixture type. The minimum sample sizes and precision of results are different depending on the number of fixtures included in the project. The most common fixtures will have a high degree of certainty in the results, while the least common fixtures will have greater uncertainty in order to ensure measurement costs are commensurate with performance risk. Three different classes of measurement requirements are included:

1. Fixture types with less than 20 total fixtures will not be measured. The estimated wattages provided by the lighting contractor will be used for savings purposes.
2. Fixture types with 20 – 100 total fixtures will have at least 4 measurements taken. Measurements will continue to be taken until the 90% confidence interval for the true population mean spans no more than 10% above and below the mean of the sample.
3. Fixture types with more than 100 total fixtures will have at least 10 measurements taken. Measurements will continue to be taken until the 95% confidence interval for the true population mean spans no more than 5% above and below the mean of the sample.

The mean of each sample set will be treated as the power consumption for that fixture type for all savings

calculations. The preferred locations for measurements for the new retrofit types will be locations where some previous measurement was taken. The number of post-retrofit samples measured is independent from the number of pre-retrofit samples taken. These measurements are taken to determine the average power use of each fixture type, not the reduction of power use in any specific locations. All measurements will be taken using the same equipment and will be calibrated.

#### Performance Period Measurements and Documentation

No additional measurements will be taken during the Performance Period of this M&V strategy.

#### **D. Parameter Estimates**

Of the parameters identified under the equations for energy savings in Section B, several of the parameters are estimates, and will not be measured during any period of the project. Of the variables identified, the parameters that will be estimated for this particular ECM and M&V strategy include: burn hours, demand diversity factors, burnout rates, heating efficiency conversion factors, and cooling efficiency conversion factors. Common information that applies to all fixtures groups is included below:

Heating Efficiency Conversion Factor	-.02595 (therms/kWh)
Cooling Efficiency Conversion Factor - Ypsilanti Community MS, Ypsilanti STEM/AC	.11905 (kWh/kWh)
Cooling Efficiency Conversion Factor - All other facilities	.154321 (kWh/kWh)
Post-retrofit Dimming Factor (where applicable)	60%
Post-retrofit Tuning Factor (where applicable)	65%
Baseline Occupancy Factor (where applicable)	80%
Post-retrofit Occupancy Factor	60%

Occupancy factors will be used to account for reduced energy usage where occupancy sensors exist or where they will be installed.

#### **E. Cost Savings Calculations**

Provided below are the methods and equations used to determine the cost savings associated with this particular methodology.

Cost Savings are calculated as the difference between the baseline and Performance Period energy costs using the utility rates as defined in Schedule D, Energy, Water, and O&M Rate Data. The applicable marginal utility rates will be applied to the baseline and Performance Period energy use as determined in Paragraph B. Equation 7 will be used to compute the total cost savings for each Guarantee Year.

Equation 7 – Total Cost Savings

$$\$_{save} = \sum_{i=1}^n (\$_{Baseline} - \$_{Performance})_i$$

Where,

$\$_{save}$  = Guarantee year cost savings

$\$_{Baseline}$  = Billing period k baseline utility cost for account i

$\$_{Performance}$  = Billing period k performance period utility cost for account i

n = Total number of utility types



## NON-MEASURED SAVINGS

### A. Overview of M&V Plan, and Savings Calculation

### B. Annual Non-Measured Savings

### A. Overview of M&V Plan, and Savings Calculation

The Actual Savings associated with this methodology will be agreed upon as outlined herein and will not be verified by measurements after implementation has occurred. Customer and ESCO agree to accept the annual savings values included in Section B with no additional verification. In the event that verification steps are performed by Customer or ESCO, the annual savings values included in Section B will still be the reported savings and values used for reconciling the guarantee in Schedule C. Section B details the agreed upon savings by measure and by category.

### B. Annual Non-Measured Savings

#### Operation and Maintenance Savings

The annual savings in the table below for each measure will be claimed for each Guarantee Year after the Savings Guarantee Commencement Date. Savings will escalate at 3% annually.

Operation and Maintenance Savings Measure	Cost Savings
Lighting O&M Savings	\$34,336

## **SCHEDULE E: CUSTOMER RESPONSIBILITIES FOR PERFORMANCE GUARANTEE**

### **GENERAL RESPONSIBILITIES**

Customer acknowledges and agrees that proper maintenance is essential to any energy conservation program. Therefore, Customer agrees to undertake the following responsibilities:

Customer agrees to: (1) provide, or cause its suppliers to provide, periodic utility invoices to ESCO within ten (10) days of receipt, (2) execute all Customer responsibilities as outlined herein, and (3) provide to ESCO reasonable access to all Customer facilities and information necessary for ESCO to perform its responsibilities. Access will include, but is not limited to, the following items:

- All buildings listed within this Contract
- All buildings served by the meters listed within this Contract
- All mechanical equipment rooms in the buildings listed within this Contract
- All temperature control and energy management systems which control part or all of any of the buildings listed within this Contract
- Personnel with responsibility for operating and/or managing any of the buildings listed within this Contract
- Monthly utility invoices and billing history for all of the meters listed within this Contract
- Construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment as listed within this Contract
- Any data from meters or sub-meters relevant to M&V associated with this Contract

Customer will solely be responsible for providing communications and/or network interface to all buildings for operation and PASS support.

Customer will perform daily facilities monitoring and promptly review any alarm summaries.

Customer will designate a "Primary Operator" of the system. The Primary Operator is defined as the individual who will be trained by ESCO during the installation period and will be responsible for daily operation and maintenance of the equipment and systems necessary to achieve the Performance Guarantee. Customer will notify ESCO within five (5) days after the departure or termination of the Primary Operator. Within ten (10) days of the departure of the current Primary Operator, Customer will designate a new Primary Operator and shall provide ESCO access to train the new Primary Operator. ESCO shall train a new Primary Operator at the sole expense of Customer on a time and materials basis.

### **MAINTENANCE RESPONSIBILITIES**

Customer agrees to use reasonable efforts to maintain the ECMs in original operating condition with allowance for normal wear and tear ("Original Operating Condition"). If an ECM is operating at any state other than the Original Operating Condition as defined above ("Failed ECM"), Customer agrees to (1) repair or replace the ECM, and (2) contact a PASS representative at 1-800-274-5551 option 4. ESCO reserves the right to adjust the amount of Performance Guarantee associated with the Failed ECM for the duration of the failure in the Annual Savings Guarantee.

Customer will agree to maintain all parts of the Project site(s) where the ECM(s) reside including but not limited to components, equipment, machinery, energy management systems, structure of the facility(s), computer hardware, network and IT systems, either existing or newly installed. Customer must comply with the general maintenance requirements specified by equipment manufacturers and the maintenance tasking guidelines included in the operating and maintenance manual. Customer will be responsible to provide to ESCO documentation that proper maintenance has been performed at ESCO'S request within fifteen (15) days of written request.

Notwithstanding anything to the contrary contained herein, all ECM(s) must be maintained in proper working condition in all cases where the performance of said ECM(s) affects or could affect the ability to achieve, measure or verify the Annual Savings Guarantee. If ECM performance issues are caused or exacerbated by ESCO, ESCO shall immediately repair and as necessary replace the ECM at no cost to Customer. Should Customer or ESCO refuse to perform the required maintenance as required in this Contract, ESCO and Customer shall agree to one of the following means of recourse: (1) adjust the Performance Guarantee associated with that ECM pursuant to Schedule E (up or down), or (2) terminate this Performance Guarantee and any and all obligations and liabilities associated therewith upon fifteen (15) days written notice with damages payable to Customer, as applicable.

## **ADJUSTMENT RESPONSIBILITIES**

In addition to the responsibilities of Customer set forth in this Schedule, Customer also agrees to undertake the responsibilities set forth in the Adjustment Schedule as necessary.

## **ADJUSTMENT SCHEDULE**

Below is the procedure for accounting for non-routine adjustments for any of the utility meters included in Schedule D. A non-routine adjustment is required for any change outside of those explicitly defined in Schedule D that will impact the energy use or the verified savings under this Contract. It is Customer's responsibility to notify ESCO of any changes that may necessitate a non-routine baseline adjustment and to perform the required non-routine baseline adjustment steps identified below at Customer's sole expense, unless and to the extent caused or exacerbated by ESCO.

## **CUSTOMER REQUIRED NON-ROUTINE BASELINE ADJUSTMENT RESPONSIBILITIES**

If the required non-routine baseline adjustment steps are not performed, and the change is greater than the threshold limit, savings will be determined with the Assumed Savings Procedure Adjustment, as defined below. Actual Savings will be determined using the Assumed Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place. If Customer fails to notify ESCO of a change necessitating a non-routine baseline adjustment or fails to provide details of the change, savings will be determined with the Assumed Savings Procedure Adjustment.

If the required non-routine baseline adjustment steps are not performed, and the change is less than the threshold limit, savings will be determined with the "Estimated Savings Procedure Adjustment". Actual Savings will be determined using the Estimated Savings Procedure Adjustment for all billing periods until the required non-routine baseline adjustment steps have been completed, or until the change which necessitated the non-routine baseline adjustment is no longer in place.

### **1. Addition of New Building or New Energy User**

- All utility services to the building or energy user which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **2. Addition to Existing Building**

- All utility services to the addition which affect the energy use of any meter included in Schedule D must be sub-metered at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

### **3. Renovation / Modification to Existing Building or Utility Service**

- All utility services for the affected portion of the building must be sub-metered before and after the

- change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

**4. Demolition / Abandonment of Existing Building or Utility Service**

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

**5. Re-commissioning of Out of Service Building**

- All utility services for the affected buildings must be sub-metered before and after the change until the effect on the energy consumption has been determined at Customer's expense.
- Threshold limit: the lesser of 10% of the area served by any affected meter, as defined in Schedule D or 20,000 ft<sup>2</sup>.

**6. Change in Occupancy**

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the "Assumed Savings Procedure" listed below will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total occupant count in the base year.

**7. Change in Schedule**

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

**8. Change in Set-points**

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: An average of 0.5° from the set-points defined in Schedule D.

**9. Change in Operational Calendar**

- Customer must perform, or cause to be performed, at Customer's expense, a calibrated computer simulation to account for the change. If the impact computed by the simulation is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 5% of the total scheduled hours for the meter as defined in Schedule D.

**10. Change in Plug Load**

- Customer must perform, or cause to be performed, at Customer's expense, a simulation of energy impact to account for the change. If the computed impact is greater than 20% of the projected savings on the meter, the Assumed Savings Procedure will be followed. In no event will the adjusted savings be reported as less than the savings achieved in the preceding project year.
- Threshold limit: 1% of the base year peak 15-minute average kW for the affected meter.

## **12. Missing Bills**

- Customer is required to provide ESCO with utility bills for meters defined in Schedule D within ten (10) days of receipt of each bill or provide ESCO direct access to retrieve the utility bills electronically. If utility bills are not received by ESCO within sixty (60) days of such request, the Assumed Savings Procedure will be used.

## **13. Failure to Operate ECMs According to Operational and Design Intent**

- Customer agrees to operate the ECMs according to the Operational and Design Intent of the ECMs, provided to Customer by ESCO in writing. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

## **14. Failure to Perform Project Specific Customer Responsibilities**

- Customer agrees to perform the project specific Customer responsibilities as defined in Schedule E. Failure to do so will necessitate a baseline adjustment using the Assumed Savings Procedure.

## **ASSUMED SAVINGS PROCEDURE ADJUSTMENT**

- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are greater than or equal to the projected savings for the affected meter(s), the Actual Savings from the prior Guarantee Year will be reported while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been less than twenty-four (24) months since the commencement of the Performance Period, Actual Savings will be reported at the projected savings level while savings are assumed for the affected meter(s).
- If the Actual Savings for the affected meter(s) in the prior Guarantee Year are less than the projected savings for the affected meter(s) and there have been twenty-four (24) months or more since the commencement of the Performance Period, Actual Savings will be reported as the average of the achieved savings over the two (2) most recent Guarantee Year plus half (1/2) of the difference between the projected savings and the average of the achieved savings over the two (2) most recent Guarantee Years.
  - If pursuant to the Assumed Savings Procedure, ESCO makes improvements to the Project beyond the original scope as defined in Schedule A., which results in an increase in the Actual Savings, an M&V plan accounting for those improvements will be executed and the resulting savings will be added to the Actual Savings.

## **ESTIMATED SAVINGS PROCEDURE ADJUSTMENT**

- At ESCO'S reasonable and profession discretion and in accordance with industry standards, ESCO will estimate the impact of the change using computerized building simulations, manual calculations, or other generally accepted estimating procedures and may ignore any changes which fall below the threshold limit.



# EXHIBIT A: PERFORMANCE ASSURANCE SUPPORT SERVICES

## SECTION 1 – SERVICES DURING INITIAL TERM

ESCO shall provide the Performance Assurance Support Services (the “Services”) defined below to Customer during the Initial Term as defined in Schedule B.

### Contract Year 1

#### On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 8 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and provide Client with a report of the annual calculated savings. Schneider Electric will also assist in any reporting that is required by state law.

### Contract Year 2

#### On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 8 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and provide Client with a report of the annual calculated savings. Schneider Electric will also assist in any reporting that is required by state law

### Contract Year 3

#### On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site

visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 8 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and provide Client with a report of the annual calculated savings. Schneider Electric will also assist in any reporting that is required by state law

### **Contract Year 4**

#### On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 8 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and provide Client with a report of the annual calculated savings. Schneider Electric will also assist in any reporting that is required by state law

### **Contract Year 5**

#### On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 8 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

#### Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and provide Client with a report of the annual calculated savings. Schneider Electric will also assist in any reporting that is required by state law

## **SECTION 2 – SERVICES AFTER INITIAL TERM**

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) renew the same

level of Service as set forth in the Initial Term or previous term, (2) change the Service level by selecting one or more of the options defined below, or (3) terminate this PASS Agreement and the Savings Guarantee in accordance with the termination provisions contained herein. All prices will be calculated at the time of renewal.

**Contract Year 6+ - Estimated Cost: \$6,073 + CPI**

On-Site Visit

Schneider Electric will provide On-Site Energy Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Each site visit will average 8 hours, but will vary depending upon the needs of that particular visit. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. Schneider Electric and Customer will work to schedule a mutually acceptable date for each visit.

Measurement & Verification with Savings Reporting

Schneider Electric will perform the measurement & verification as outlined in the M&V plan and provide Client with a report of the annual calculated savings. Schneider Electric will also assist in any reporting that is required by state law

The available service options may be amended from time to time at the sole discretion of ESCO, but agreed-upon service levels shall be provided until the end of any then-existing Term. ESCO shall provide prompt written notice of any changes to service options.