YPSILANTI
COMMUNITY SCHOOLS

REGULAR MEETING OF
THE YPSILANTI COMMUNITY SCHOOLS BOARD OF EDUCATION

Monday, November 4, 2013
6:30 p.m.
YPSILANTI COMMUNITY SCHOOLS ADMINISTRATION BUILDING
1885 Packard Road, PD ROOM
Ypsilanti, MI 48197

AMENDED AGENDA

I. CALL TO ORDER
II. PLEDGE OF ALLEGIANCE
III. AGENDA ADJUSTMENTS
IV. PUBLIC COMMENT (white cards submitted)
V. PRESENTATION
a. Early Childhood Advisory Committee Update - M. Long (Enc. #1)
VI. ACTION ITEMS
a. Consent Agenda (Enclosure #2)
1. October 21, 2013 Regular Meeting Minutes
2. October 21, 2013 Closed Session Minutes
3. New Hires
4. Resignation
b. Adoption of Resolution in Opposition to Open Carry Firearms in Schools (Enc. #3)
c. Approval of Snow Removal Contract (Enclosure #4)
d. Approval of Pediatric Therapy Associates Contract Addendums (Enclosure #5)
VII. ACKNOWLEDGEMENTS AND CORRESPONDENCE
VIII. COMMENTS
a. Superintendent's Comments
b. Board Comments
IX. ADJOURNMENT

YCS Early Childhood System

DRAFT Prenatal to kindergarten

Goal: Ensure all children start kindergarten healthy & ready to succeed

Family Engagement

- Parent & child activities
- Parenting support (parent "university")
- Adult growth & development
- Home visiting
- Parent leadership & volunteer opportunities
- Parent networking
- Parent involvement & advocacy with school
- Professional development

Preschool Services

- Publicly funded & tuition based preschool
- High quality program—research based curriculum
- Home visiting
- Professional development
- Wrap around childcare
- Special education services
- Pre K & K teacher exchange
- Kindergarten entry assessment

Community Engagement

- Community partnerships—(eg , Health & human service, public & private funders, non-profit organizations, academic & business
  faith-based & service club organizations)
- Collaboration for onsite community services
- Community Resources & referrals; including physical, mental and behavioral health of parents & children

Prenatal to Age 3 Services

- Tuition based and scholarship
- High quality program
- Research-based curriculum
- Professional development
- Early On
- Home visiting
- Wrap around childcare
- Early childhood special education

Enclosure #2
APPROVAL OF CONSENT AGENDA
Meeting of 11/4/2013
Presented by ***Scott Menzel***
Prepared by ***Karen Allen***

☐ *Discussion* ☐ *Action – Roll Call* ☒ *Action – Voice* *Ayes*_____ *Nays*_____		David Bates	Don Garrett	Celeste Hawkins	Greg Myers	Daniel Raglin	Maria Sheler-Edwards	Anthony VanDerworp
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information:

a. October 21, 2013 Regular Meeting Minutes
b. October 21, 2013 Closed Session Minutes
c. New Hires – See attached list
d. Resignation – See attached list

Proposed motion:

"…move that the Board of Education approve the minutes of the October 21, 2013 Regular Meeting and Closed Session and the hiring of the employees on the attached list and the resignation of Cynthia Guido."

Budget Impact: ☐ **None** ☒ **As follows:**
General Fund, Special Education Fund, Title I, 31a

Attachments:

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

YPSILANTI COMMUNITY SCHOOLS
Administrative Offices
1885 Packard Road, Ypsilanti, Michigan 48197-1817
Telephone: (734) 221-1218
Fax: (734) 221-1220

MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION

Monday, October 21, 2013

The Regular Meeting of the Ypsilanti Community Schools Board of Education was called to order by President David Bates at 6:35 p.m. in the Administration Building Professional Development Room, 1885 Packard Road, Ypsilanti, Michigan.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

David Bates, Don Garrett, Celeste Hawkins, Gregory Myers, Dan Raglin, Maria Sheler-Edwards, Tony VanDerworp

PLEDGE OF ALLEGIANCE

The Board of Education and audience members began the meeting by reciting the Pledge of Allegiance.

AGENDA ADJUSTMENTS

President Bates announced that the Board of Education would recess to closed session at the end of the meeting and no action would be taken after returning to open session. He also suggested adding item h. to the agenda for board discussion regarding developing a board resolution opposing open carry of firearms in schools.

PUBLIC COMMENT

There was no public comment.

PRESENTATION

Coordinated School Health Team

Sharon Sheldon, from Washtenaw County Health Department, provided a presentation to the Board of Education on the importance of a partnership with Ypsilanti Community Schools to establish a Coordinated School Health Team for the 2013-2014 school year. The following people accompanied Ms. Sheldon: Danielle Gartner and Debbie Baker, Growing Hope, Beth Darnell, P/E Nut Program (LESA) and St. Joseph Mercy Health System, Michelle Rose Armstrong Safe and Supportive Schools liaison, Mary Beno, Livingston Educational Service Agency, Abby Moler, Regional Alliance for Healthy Schools, Diane Carr, Ann Arbor YMCA, and Courtney Boes, Project Healthy Schools.

Ms. Sheldon stated the model for the Coordinated School Health Team takes a holistic systems approach to student and staff health that addresses program, policy, services and environment issues. She said the district-wide Coordinated School Health Team would consist of the following 8 essential components: Health Education, Physical Education,

Health Services, Parent and Community Involvement, Counseling, Psychological and Social Services, Nutrition Services, Healthy School Environment and Health Promotion for Staff. Ms. Sheldon reviewed the procedure trained health department staff would use to facilitate the initial meeting and the assessment tool that will be used to obtain the best data on the current reality. She stated the team would explore opportunities for improvement after data analysis and present them to YCS administration and the Board of Education. In conclusion, Ms. Sheldon said she would be a co-facilitator for the team along with Laura Frey-Greathouse, representing Ypsilanti Community Schools.

ACTION ITEMS

Consent Agenda

A motion was made by Trustee Myers, supported by Vice-President Garrett:

13-14 0120 That the Board of Education approve the minutes of the October 7, 2013 Regular Meeting, the October 14, 2013 Special Meeting and Closed Sessions #1 and #2, the hiring of the employees on the attached list, the resignation of Pamela Cabble, Christine McQueen, Shannon Molnar and Mahogany Tate, the termination of Nigel Preister, and acknowledgment of the donation of $80 to the RCTC Student Activity Fund by Andrea Welch. Action Recorded: 7/Yes;0/No.

Adoption of Resolution to Establish the YCS Coordinated School Health Team

A motion was made by Trustee Hawkins, supported by Trustee Sheler-Edwards:

13-14 0121 That the Board of Education adopt the attached resolution to establish the Ypsilanti Community Schools Coordinated School Health Team for the 2013-2014 school year. A roll call vote was recorded as follows: President Bates/Yes; Vice-President Garrett/Yes; Trustee Myers/Yes; Trustee VanDerworp/Yes; Trustee Sheler-Edwards/Yes; Trustee Hawkins/Yes; Trustee Raglin/Yes.

Youth in Government Overnight Field Trip

A motion was made by Trustee Raglin, supported by Trustee Hawkins:

13-14 0122 That the Board of Education approve an overnight field trip for Ypsilanti Community Middle School students to attend the Youth in Government Conference in Lansing, Michigan from November 24-26, 2013. Action Recorded: 7/Yes;0/No.

Approval of Revised 2013-14 School Calendar

A motion was made by Trustee Sheler-Edwards, supported by Trustee VanDerworp:

13-14 0123 That the Board of Education approve the attached revised 2013-2014 school calendar for the Ypsilanti Community Schools. Action Recorded: 7/Yes;0/No.

Approval of Walsworth Yearbook Proposal

A motion was made by Trustee VanDerworp, supported by Trustee Raglin:

13-14 0124 That the Board of Education approve the attached Walsworth Yearbook proposal for the Ypsilanti Community High School Small Learning Communities. And also that administration is authorized to secure necessary signatures relating to the execution of legal documents on behalf of the Board of Education. A roll call vote was recorded as follows: President Bates/Yes; Vice-President Garrett/Yes; Trustee Myers/Yes; Trustee VanDerworp/Yes; Trustee Sheler-Edwards/Yes; Trustee Hawkins/Yes; Trustee Raglin/Yes.

Closed Session

A motion was made by Vice-President Garrett, supported by Trustee Sheler-Edwards:

13-14 0125 That the Board of Education meet in closed session under Section 8 (a) of the Open Meetings Act for the purpose of conducting a quarterly superintendent evaluation. A roll call vote was recorded as follows: President Bates/Yes; Vice-President Garrett/Yes; Trustee Myers/Yes; Trustee VanDerworp/Yes; Trustee Sheler-Edwards/Yes; Trustee Hawkins/Yes; Trustee Raglin/Yes.

Approval of Shadford Tower/Verizon Lease Agreement

A motion was made by Trustee Myers, supported by Trustee Raglin:

13-14 0126 That the Board of Education approve the attached documents to authorize the use of the Shadford water tower and parcel for a lease agreement between Verizon Wireless and the Ypsilanti Community Utilities Authority, subject to the requirement the district receive half of the lease revenue. And also that administration is authorized to secure necessary signatures relating to the execution of legal documents on behalf of the Board of Education. A roll call vote was recorded as follows: President Bates/Yes; Vice-President Garrett/Yes; Trustee Myers/Yes; Trustee VanDerworp/Yes; Trustee Sheler-Edwards/Yes; Trustee Hawkins/Yes; Trustee Raglin/Yes.

BOARD DISCUSSION
President Bates said he provided a resolution to the Board of Education that the Rockford Public Schools Board of Education recently adopted regarding open carry of firearms in public schools. President Bates said under Michigan law there were some entities that prohibit possession of firearms but public schools were not included in the group. He asked Superintendent Menzel to draft a similar resolution that the Board of Education can adopt at their next meeting. The Board of Education supported the drafting of a resolution for adoption at the November 4 Regular Board Meeting.

SUPERINTENDENT'S COMMENTS
Superintendent Menzel announced the RCTC Culinary Arts program would begin serving lunch this week and said he had forwarded the menu to Board members.

Mr. Menzel distributed a communication protocol/expectations document and said the district would rely on the phone messaging system as the primary mode of communication.

The Superintendent reported the principals and teacher leaders from the secondary Small Learning Communities met last Saturday and will meet again next Saturday and thanked staff members for their time.

Superintendent Menzel provided a special education staff hiring update to the Board of Education, saying progress has been made to fill open positions and the district is working toward a full complement of special education staff.

Mr. Menzel announced the hiring of Dennis McComb, retired Milan Area Schools Superintendent, using funds from the consolidation grant. He said Mr. McComb would be working on developing the Administrative Guidelines that align with Board Policy.

Superintendent Menzel congratulated the grounds crew for their work, particularly at the high school campus, saying there was a night and day difference in the appearance of the grounds.

In conclusion, Mr. Menzel reminded the Board the second building clean up event was rained out last Saturday and the make up date was Saturday, October 26 at the high school, Estabrook and Ypsilanti New Tech from 9 a.m. to noon.

BOARD COMMENTS
Trustee Hawkins thanked Superintendent Menzel for providing the communication protocol and expectations. Mr. Menzel said the protocol will be posted on the website and building principals will provide the information to parents. **Vice-President Garrett** congratulated and thanked the middle school and high school administrators and staff for doing a good job. He said he is receiving information that students love the secondary school programs. **President Bates** noted the Friday football game was a great experience and the students conducted themselves as upstanding citizens. He also thanked Emma Jackson and Cassandra Vaughn for organizing the team of people who planned the

Student-Staff basketball game on Saturday night, and said he hoped the event could be held annually and organized by the Boosters or another Ypsilanti Community Schools group. **Trustee Raglin** asked how the MEAP testing was going and Mr. Menzel stated the primary testing had been completed. **Trustee VanDerworp** asked about final enrollment numbers and Mr. Menzel said the number was considered an unaudited count until middle November.

PUBLIC COMMENT

Topics Included: a parent was impressed with the response to his concerns about communication and said he was encouraged by the quick response and development of the communication protocol and expectations.

The meeting recessed at 7:22 p.m., convened to closed session at 7:35 p.m., and reconvened to open session at 9:03 p.m.

There being no further business to come before the Board, the meeting was adjourned at 9:04 p.m.

Respectfully submitted,

Gregory Myers, Secretary
Ypsilanti Board of Education

ka

10-21-13 Revised Hires, Resignations and Termination

Name	Salary	Location	Position
Bent-Jones, Krystal	$10.00/hr	New Tech	Paraeducator
Bottoroff, Tammy	$10.00/hr	Erickson	Paraeducator
Calder, Sheryl	Contracted	District	PT
Cline, Amy	Contracted	District	OT
Craiger, Lynne	$8.50/hr	Erickson	Lunchroom supervisor
Curtis, Pamela	Contracted	District	PT
Davis, Benetta	$10.00/hr	Estabrook	Paraeducator
Dewberry, Constance	$42,000	Adams	2nd Grade
Dezarov, Dawn	$8.50/hr	Middle School	Lunchroom supervisor
Donoghue, Jesse	$47,500	University	Spanish
Gardner, Catherine	$10.00/hr	Middle School with Thompson	Paraeducator
Grann, Sarah	Contracted	District	OT
Hargrove, Debra	$8.50/hr	Ypsilanti New Tech	Lunchroom supervisor
Johnson, Consuelia	$8.50/hr	Perry	Lunchroom supervisor
Kelly, Patrick	$20,000/$10 hr (.5 PE/.5 Para)	Middle School	PE, was full time Paraed
Khan, sharmima	$10.00/hr	High School with Mr. Conlely	Paraeducator
Martin, Emily	$10.00/hr	University High	Paraeducator
McKenzie, Trisha	Contracted	District	OT
Porter Laura	$10.00/hr	High School	Paraeducator
Rayford, Steven	$10.00/hr	New Tech	Paraeducator
Robertz, Christopher	$40,000	High School	Physical Education
Robinson, Rebecca	$40,000	Holmes	3rd Grade
Rogers, Jordan	$40,000 (Transfer from Para)	Erickson	3/4th Teacher
Schumake, India	$10.00/hr	Middle School	Paraeducator
Shafer, Shannon	$54,500	Ford	Kindergarten
Tooley, Kenneth	$10.00/hr	Middle School	Paraeducator
Vaid, Asif	$10.00/hr	Estabrook Elementary	Paraeducator
Vance, Karen	$40,000	Ford	Spec Ed - Resource Room
Williams, Chandrika	$46,000	Middle School	ELA/Electives
Wright, Renea	$8.50/hr	Middle School	Lunchroom supervisor
Resignations:			
Cabble, Pamela		Ford	Kindergarten Teacher
Tate, Mahogany		Adams	Spec Ed - EI Teacher
Molnar, Shannon		Perry	Headstart Teacher
McQueen, Christine		Perry	Associate Teacher
Termination:			
Priester, Nigel		Food Service	Utility Driver

11-4-13 Board Meeting
New HIres and Resignation

Name	Salary	Location	Position
Hill, John	$10.00/hr	Middle School	Paraeducator
Shafer, Seth	$10.00/hr	Estabrook	Paraeducator
Sprague, Beverly	$18.00/hr	Adult Ed	ESL Teacher
Pillar, Andrea	$8.50/hr	Perry	Lunchroom Supervisor
Novack, Donna	$40,000	Estabrook	Spec Education Teacher
Cofield, Anthony	$15.00/hr	District Foodservice	Utility Driver/Mail Delivery
Wilson, Shannon	$11.44/hr	High School Foodservice	Cook
Glaze, Lea	$10.00/hr	Perry	Paraeducator
Taylor, Delores	$8.50/hr	Ford	Lunchroom Supervisor
Brown, Lianna	$40,000	Holmes	4th Grade
Moe, Catherine	$58,000	Holmes	Spec Ed - Speech Therapist
Aldrich, Elaine	$44,000	Erickson	Spec Ed - Resource Room
Drefke, Lorra	$40,000	Middle School	Spec Ed - Teacher
Nicholson, Alfred	$51,293.25	High School JROTC	Senior Aerospace Science Instructor

Resignation
Cynthia Guido

Enclosure #3
ADOPTION OF RESOLUTION IN OPPOSITION TO OPEN CARRY FIREARMS IN SCHOOLS

Meeting of 11/4/2013

Presented by ***Scott Menzel***

Prepared by ***Karen Allen***

☐ *Discussion* ☒ *Action – Roll Call* ☐ *Action – Voice* *Ayes*_____ *Nays*_____		David Bates	Don Garrett	Celeste Hawkins	Greg Myers	Daniel Raglin	Maria Sheler-Edwards	Anthony VanDerworp
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information:

The Rockford Public Schools Board of Education adopted a similar resolution on October 14, 2013. President Bates suggested the Ypsilanti Community Schools Board of Education develop a resolution to oppose the open carry of firearms in schools.

Proposed motion:

"…move that the Board of Education adopt the attached resolution opposing open carry of firearms in schools and recommends amendment of the Michigan Penal Code, MCL 750.234d."

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

Attachments:

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

YPSILANTI
COMMUNITY SCHOOLS

OPEN CARRY FIREARMS IN SCHOOLS

BOARD OF EDUCATION RESOLUTION

WHEREAS:

1. MCL 28.425o(1)(a) stipulates that "an individual licensed under this act to carry a concealed pistol . . .shall not carry a concealed pistol on the premises of . . .a school or school property. . . ; and
2. MCL 750.234d prohibits the possession of firearms in banks, places of worship, courts, theaters, sports arenas, day care centers, hospitals, and bars, but does not prohibit open carry firearms in public schools; and
3. Schools have been targeted and victimized by gun violence; and
4. The intent of a person entering a public school with an open carry firearm would be unknown, staff are not qualified to determine a person's status to carry an open firearm, and in the interest of safety it is not reasonable to take the time to make that determination; and
5. It is the school district's responsibility to provide a safe environment for students and staff; and
6. Per the Ypsilanti Community Schools A.L.I.C.E. procedure, a person entering an Ypsilanti Community School building with an open carry firearm will result in that building entering lock down status, therefore disrupting the educational environment.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Ypsilanti Community Schools Board of Education urges lawmakers to amend the Michigan Penal Code, MCL 750.234d, adding public schools to the list of entities at which a person shall not possess a firearm except as provided in subsection (2) of MCL 750.234d; and
2. The Ypsilanti Community Schools Board of Education also urges lawmakers to remove the exception (MCL 750.234d(2)(c)) for concealed weapons for those other than law enforcement; and
3. The Secretary of the Board of Education or his designee shall forward a copy of this resolution to our designated State lawmakers Senator Rebekah Warren, Representative David Rutledge, Speaker of the House Jase Bolger, Senate Majority Leader Randy Richardville and Governor Rick Snyder, as well as the Michigan Association of School Boards and the Michigan Association of School Administrators.

YPSILANTI COMMUNITY SCHOOLS
BOARD OF EDUCATION

By_____
David R. Bates, President

_____
Gregory Myers, Secretary

ADOPTED:_____

Rockford Public Schools

Together Building A Tradition of Excellence

District Accredited by AdvanceED/NCA
Blue Ribbon Exemplary Schools

OPEN CARRY FIREARMS IN SCHOOLS
BOARD OF EDUCATION RESOLUTION

WHEREAS:

1. MCL 28.425o(1)(a) stipulates that "an individual licensed under this act to carry a concealed pistol . . . shall not carry a concealed pistol on the premises of . . . a school or school property . . .;" and

2. MCL 750.234d prohibits the possession of firearms in banks, places of worship, courts, theatres, sports arenas, day care centers, hospitals, and bars, but does not prohibit open carry firearms in public schools; and

3. Schools have been targeted and victimized by gun violence; and

4. The intent of a person entering a public school with an open carry firearm would be unknown, staff are not qualified to determine a person's status to carry an open firearm, and in the interest of safety it is not reasonable to take the time to make that determination; and

5. It is the school district's responsibility to provide a safe environment for students and staff; and

6. Per the Rockford Public Schools' Code Red procedure, a person entering a Rockford Public School building with an open carry firearm will result in that building entering lock down status, therefore disrupting the educational environment.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Rockford Public Schools Board of Education urges lawmakers to amend the Michigan Penal Code, MCL 750.234d, adding public schools to the list of entities at which a person shall not possess a firearm except as provided in subsection (2) of MCL 750.234d; and

2. The Secretary of the Board of Education or his designee shall forward a copy of this resolution to our designated State lawmakers Senator Mark Jansen, Representative Rob VerHeulen, Representative Peter MacGregor, Speaker of the House Jase Bolger, Senate Majority Leader Randy Richardville and Governor Rick Snyder, as well as the Michigan Association of School Boards and the Michigan Association of School Administrators.

ROCKFORD PUBLIC SCHOOLS
BOARD OF EDUCATION

By Lisa M Kreager
Lisa M. Kreager, Acting President

Timothy J. Lewis, Secretary

ADOPTED: October 14, 2013

Enclosure #4

Approval of Snow Removal Contract

Meeting of 11/4/2013

Presented by ***Scott Johnson***

Prepared by ***Karen Allen***

☐ *Discussion* ☒ *Action – Roll Call* ☐ *Action – Voice* *Ayes*_____ *Nays*_____		David Bates	Don Garrett	Celeste Hawkins	Greg Myers	Daniel Raglin	Maria Sheler-Edwards	Anthony VanDerworp
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information:

This evening, it is recommended that the Board approve a six-month contract with Margolis Companies for snow removal and salt application service. Margolis provided snow removal and salt application service to both of the previous school districts, and earned a positive reputation for its satisfactory service.

Mr. Tim Gibelyou met with a Margolis representative to update the scope of service for the consolidated districts. This includes a change from the "plow after every 1.5 inches" to "plow only when called" for a few sites without students.

Proposed motion:

"… move the Board of Education approve, as presented, the snow removal contract with Margolis Companies for November 1, 2013 through April 30, 2014, and authorize the administration to sign the legal documents on behalf of the Board of Education."

Budget Impact: ☐ None ☒ As follows:

Budgeted at $80,000 with actual cost estimated to be between $50,000 and $110,000 depending upon snowfall levels

Attachments:

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

MARGOLIS COMPANIES

9600 Cherry Hill Rd., Ypsilanti, MI 48198

Phone (734) 482 0771 *Email – ulavi@margoliscompanies.com* *Fax (734) 482 3870*

**Nursery* **Landscape Services* **Landscape Supply* **Snow Removal*

Snow Removal Contract

October 23, 2013

This contract made between Margolis Companies and Ypsilanti Community Schools (Customer – 431-9138/Tim Gibelyou), to perform snow removal services at several locations, commencing November 1, 2013 and continuing until April 30, 2014 in the following manner:

Snow shall be plowed out of all parking areas and driveways of premises.
Snow will be plowed when depth exceeds 1.5 inches in depth.
Salt will be spread after each snow plowing, when slippery conditions exist or upon request.
Service shall commence automatically

For the purposes of this contract, snow accumulation amounts will be based on University of Michigan Ann Arbor weather station reported snow accumulation.

Customer's payment shall be made to Margolis Companies, in the following amounts:

Ypsilanti High School:
$350.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$525.00 per plowing of snow accumulation over 5 inches in depth.
$210.00 per application of salt.

Shadford Lot:
$300.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$450.00 per plowing of snow accumulation over 5 inches in depth.
$190.00 per application of salt.

Administration Building:
$35.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$50.00 per plowing of snow accumulation over 5 inches in depth.
$30.00 per application of salt.

New Tech High School:
$120.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$180.00 per plowing of snow accumulation over 5 inches in depth.
$100.00 per application of salt.

Estabrook Elementary:
$140.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$210.00 per plowing of snow accumulation over 5 inches in depth.
$110.00 per application of salt.

Adam STEM Academy:
$65.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$100.00 per plowing of snow accumulation over 5 inches in depth.
$50.00 per application of salt.

Ericson Elementary:
$75.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$110.00 per plowing of snow accumulation over 5 inches in depth.
$60.00 per application of salt.

Forest at George:
$90.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$135.00 per plowing of snow accumulation over 5 inches in depth.
$75.00 per application of salt.

Perry Child Development:
$120.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$180.00 per plowing of snow accumulation over 5 inches in depth.
$100.00 per application of salt.

RCTC Auto Body:
$65.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$100.00 per plowing of snow accumulation over 5 inches in depth.
$50.00 per application of salt.

Ypsilanti Middle School (Previously WR High school/middle school):
Includes plowing and salting of parking lot and driveway off Spencer Lane, roadway on south side of building from Spencer Lane to Midway, east parking lot on south side of building, and drive lane & approx. 25 parking spaces at south east corner of student parking lot at NW corner of premises.
$375.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$565.00 per plowing of snow accumulation over 5 inches in depth.
$210.00 per application of salt

Holmes School:
$100.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$150.00 per plowing of snow accumulation over 5 inches in depth.
$75.00 per application of salt

Ford School:
$100.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$150.00 per plowing of snow accumulation over 5 inches in depth.
$75.00 per application of salt

Cheney School:
$100.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$150.00 per plowing of snow accumulation over 5 inches in depth.
$75.00 per application of salt

Midway fenced bus lot, driver parking area on west side, north/south entry and exit roadways:
$180.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$270.00 per plowing of snow accumulation over 5 inches in depth.
$110.00 per application of salt

Sampson Building:

$160.00 per plowing, starting at 1.5 inches, up to and including 5 inches in depth.
$240.00 per plowing of snow accumulation over 5 inches in depth.
$120.00 per application of salt

Clients Email – tgibelyou3@ycschools.us

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Any complaints and/or comments regarding quality of service must be submitted to Margolis Companies within 24 hours of service (734-482-0771).
Any dispute regarding invoicing issues must be submitted to Margolis Companies within 7 days of receipt of invoice.
Snow will not be removed closer than seven feet from any parked vehicle.
Margolis Companies will not be liable for personal injury or property damage due to wet or slippery conditions on Customer's property or for damage caused by piled snow freezing or melting. Margolis Companies and the Customer further acknowledges receipt of an exact duplicate of this contract and agrees that there are no other verbal understandings or agreements to this contract other than the terms and conditions printed herein.
It is agreed that all invoices are to be paid in full upon receipt.
A service charge of 3% shall be charged to all accounts past 30 days. Contracts must be signed and returned before services begin. This proposal may be withdrawn by us if not accepted within 14 days. This contract can be cancelled with 30 days written notice by either party.
A fuel surcharge shall be applied for all services if fuel price exceeds $4.00 per gallon.
If accepted, please sign and return one copy and keep one for your records.

____
Customer's Signature

____
Margolis Companies

Enclosure #5
APPROVAL OF PEDIATRIC THERAPY ASSOCIATES CONTRACT ADDENDUMS

Meeting of 11/4/13

Presented by ***Jeannette Woltmann***

Prepared by ***Karen Allen***

☐ *Discussion* ☒ *Action – Roll Call* ☐ *Action – Voice* *Ayes*_____ *Nays*_____		David Bates	Don Garrett	Celeste Hawkins	Greg Myers	Daniel Raglin	Maria Sheler-Edwards	Anthony VanDerworp
	1st/2nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information:

The Ypsilanti Community Schools Board of Education needs to approve the attached addendums to the contracted service agreement with Pediatric Therapy Associates, LLC. The addendums will provide additional occupational therapy and speech and language services that are necessary to meet student Individualized Education Plan (IEP) service times.

Proposed motion:

"…move the Board of Education approve the attached addendums to the contracted service agreement with Pediatric Therapy Associates, LLC. And also that administration is authorized to secure necessary signatures relating to the execution of legal documents on behalf of the Board of Education. "

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

See contract agreement for details.

Attachments:

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

YPSILANTI
COMMUNITY SCHOOLS

Student Support Services
1555 W. Cross Street,
Ypsilanti MI 48197
Phone: (734-221-1952
Fax: 734-221-1955

To: Scott Menzel, Superintendent
From: Jeannette Woltmann, Interim Special Education Director
Date: November 4, 2013
Re: Contract Addendum for OT and PT Services

Attached to this memorandum are two Contract Addendums from Pediatric Therapy Associates for additional Occupational Therapy and Speech and Language Services. The additional services for occupational therapy services and speech and language services are necessary to meet student Individualized Education Plan (IEP) service times. The original contract with Pediatric Therapy Associates, provided for Physical Therapy and Occupational Therapy Services that were in keeping with the projected student needs at the beginning of the school year, however, two factors have required this request for increased OT and Speech and Language Services; 1) the increased number of new students with IEPs enrolled in the district at the beginning of the year, and 2) the inability to hire an additional occupational therapist or speech and language pathologist to meet the current needs of our students.

The additional 21 hours per week of occupational therapy services will be provided at the YCMS.

The additional 42 hours per week of speech and language services will be provided by two therapists at the Ford Early Learning Center for 3 days per week and Perry Early Learning Center for 3 days per week. The speech and language services will be specific to the Head Start Programs and other preschool programs.

Thank you for your consideration of this request.

Pediatric Therapy Associates
P.O. Box 8355
Ann Arbor, Michigan 48107
Phone: (734) 973-6473
Fax: (734) 994-7141

October 21, 2013

Jeanette Woltman
Director of Special Education, Ypsilanti Community Schools

Dear Ms. Woltman,

We are pleased to be providing contractual therapy services to your district this school year. In addition to the Physical and Occupational Therapy we arranged prior to the start of the school year, we have also added at your request, additional Occupational and Speech Therapy for you. Below is an updated summary of the services you requested.

PHYSICAL THERAPY
We are providing all Early Intervention, PreK and K-12 PT.
56 hours per week for 37 weeks of school is 2,072 hours @ $56.00 per hour totaling $116,032.00 for the year.

OCCUPATIONAL THERAPY
We are providing OT for Holmes and Ford Elementary Schools.
25 hours per week for 37 weeks of school is 925 hours @$56.00 per hour totaling $51,800.00 for the year.

We added OT service for the Middle School 9/30/13 as follows:
21 hours per week for 33 weeks of school, which is 693 hours at $56.00 per hour, totaling $38,808.00 for year.

SPEECH THERAPY
We added Speech therapy for Ford 3 days per week and Perry 3 days per week 10/16/13 as follows:
42 hours per week for 31 weeks of school, which is 1,302 hours at $56.00 per hour, totaling $72,912.00 for year.

The total amount on the contract for both OT and PT will then be **$167,832.00**. The amendments to the contract for speech and OT add an additional **$111,720.00**. I have amended the current contract to reflect the additional therapy and have provided signed copies to you.

I want to thank-you again for the opportunity to work with you, your staff, and the students in the Ypsilanti Community Schools for the 2013-14 school year. If you have any questions after reviewing this information please feel free to contact me.

Sincerely,

Pam Curtis, PT
Pediatric Therapy Associates

YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTED SERVICE AGREEMENT

This agreement is made this twentieth day of August, 2013, between Pediatric Therapy Associates, LLC, P.O. Box 8355, Ann Arbor, Michigan, 48107, whose tax identification number is 38-260-4341, hereafter referred to a Contractor, and the Ypsilanti Community School District of Washtenaw County, hereafter referred to as School District.

It is the intention of the parties to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place the services are to be performed, the amount of time for the performance of the duties and the responsibilities of the school district.

SECTION I

1) The Contractor shall commence performance of the duties no earlier than August 26, 2013. The duration for providing services shall be for one year.

2) The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties.

A. Provide direct therapy services, as designated by the IEP or IFSP and the referring physician (for Physical Therapy), to students enrolled in School District programs who are assigned to the Contractor by the School District.

B. Provide training and consultation to School District staff, as directed by the Director of Special Education.

C. Provide evaluations as needed, and requested by the School District.

D. Attend IEPC and IFSP meetings and team meetings as appropriate.

E. Maintain written records required by the School District.

F. Provide ongoing communication with appropriate school personnel, parents, other professionals associated with the students' therapy programming.

3) The Contractor agrees to perform and shall provide, at the request of the School District, periodic reports describing services the Contractor is providing.

4) The Contractor shall submit a detailed invoice describing the services for part payment of the contract price not more frequently than once per month.

5) In the event that the Contractor uses motor vehicles in the course of performing the services described above, the Contractor will provide proof of public liability insurance upon request.

6) The Contractor understands that the School District liability insurance does not afford any coverage to the Contractor for any work associated with this contract. The Contractor agrees to hold harmless the School District for any sum related to the cost of liability insurance and any associated attorney fees arriving out of the performance described above. The School District shall request the Contractor provide proof of professional

liability insurance.

7) The Contractor acknowledges by her signature that she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

8) The Contractor will hold a current license in the state of Michigan and will furnish a copy upon request.

SECTION II

The School District agrees as follows:

1) The Contractor's services are based on the time reasonably expended by the Contractor to complete the tasks described and is based on a rate of **$56.00 per hour** of time expended for Physical and Occupational Therapy services, not to exceed **$167,832.00.**

2) The Contractor agrees that the relationship with the School District shall during the life of this Agreement be that of an independent contractor. As such, the School District agrees that the Contractor shall be free to dispose of such portion of his entire time, energy, skill during the time he is not obligated to devote to the School District in such manner as the Contractor sees fit and to such persons, firms or corporations as the Contractor deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the school district pertaining to or in connection with any fringe, pension, bonus or similar benefits for the School Districts regular employees. The School District will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, insurance, or workman's compensation insurance. The Contractor agrees to hold the School District harmless for the payment of such sum, interest, penalties or costs in the collection of the same.

3) The School District acknowledges that the Contractor has no responsibility for the supervision of any personnel in caring out their educational functions, and any recommendations made by the Contractor, other than those related to a student's therapy performance, will require the consideration of the School District.

4) The School District agrees that the Contractor shall have access to the School District premises at such times as is necessary for the Contractor to perform the above prescribed tasks. The location in which the services are provided will be mutually agreed upon by the Contractor and the School District as to best serve the student's needs. Time required for travel between sites within a district will be billed at the hourly rate.

5) The School District agrees that the Contractor shall have access to records related to students assigned to them.

6) The School District agrees to purchase evaluation and treatment material necessary for provision of the therapy services.

7) The School District agrees to pay the invoices submitted by the Contractor within thirty calendar days from receipt in the School District's Business Office.

8) The School District acknowledges by signature that they have read the Agreement and understand same and agrees that this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

SECTION III

1) Either party may terminate this Agreement by giving the other 30 days advance written notice.

2) Any change in the duties of the Contractor as described above, or changes in the monetary cap for the school year, shall be at the mutual agreement of the Contractor and the School District.

Agreed to on __8/21/13_____

_____ DATE_____
Board of Education Secretary/member

_____ DATE_____
Pediatric Therapy Associates

Sept. 30, 2013
ADDENDUM TO CONTRACT

The following additional contractual Occupational Therapy services will be provided to the Ypsilanti Community Schools by Pediatric Therapy Associates for the 2013-14 school year in accordance with the same terms of the 2013-14 school year contract:

21 hours per week for 33 weeks of school, which is 693 hours at $56.00 per hour, totaling $38,808.00.

Agreed to 9/30/13

District representative	Date
Pediatric Therapy Associates	Date

Oct. 16, 2013
ADDENDUM TO CONTRACT

The following additional contractual Speech Therapy services will be provided to the Ypsilanti Community Schools by Pediatric Therapy Associates for the 2013-14 school year in accordance with the same terms of the 2013-14 school year contract:

42 hours per week for 31 weeks of school, which is 1,302 hours at $56.00 per hour, totaling $72,912.00.

Agreed to 10/16/13

District representative	Date
Pediatric Therapy Assoicates	Date