



Monday, February 25, 2019
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: *Erickson Elementary School | Kelly Mickel - Principal*

ACHIEVEMENTS, AWARDS AND RECOGNITION:

- Erickson Points of Pride
- Recognition of Washtenaw Intermediate School District Board Members in Attendance
- **RESOLUTION:** In Memoriam of John David Dingell Jr., *Former Congressman* (Enc.)

II. ACCEPTANCE OF AGENDA

III. PRESENTATIONS

- A. District Calendar Considerations, *2019/20: Alena Zachery-Ross, Superintendent* (Enc. #3A)
- B. Sex Education Advisory Board (SEAB) Recommendations (Enc. #3B)
 - *Sandra LaLone, RN - YCS School Nurse & SEAB Co-Chair*
 - *Denise Bailey – SEAB Co-Chair*
- C. Transportation RFP (Enc. #3C)
 - *Steven Burgess, Director of Operations & Facilities*
 - *Justin Wilczynski, National Bus Service Lead Consultant*
- D. Budget Amendment: *Edwina Hill, Director of Business & Finance* (Enc. #3D)

IV. PUBLIC COMMENTS #1

V. CONSENT AGENDA (Enc. #5)

- A. February 4, 2019 Special Meeting Minutes
- B. February 4, 2019 Regular Meeting Minutes
- C. New Hires & Resignations

VI. ACTION ITEMS

A. ~~Student Affairs~~

- i. Field Trip, *CTE Culinary Arts* (Enc. #6A.i)

B. ~~Business/Finance~~

- i. **RESOLUTION:** *Roofing* (Enc. #6B.i)
- ii. Repairs, *YCHS Chiller Shaft Seal* (Enc. #6B.ii)
- iii. Lease: *Washtenaw Promise* (Enc. #6B.iii)
- iv. Lease: *WISD Early On* (Enc. #6B.iv)

C. ~~Human Resources~~

- i. Interim Middle School Principal (Enc. #6C.i)
- ii. Accounting Supervisor (Enc. #6C.ii)

D. ~~Other~~

- i. MASB Board of Directors (Enc. #6D.i)

VII. DISCUSSION: *Confirmation of Board Priorities & Agenda Topics*

VIII. PUBLIC COMMENTS #2

IX. OTHER

X. BOARD/SUPERINTENDENT COMMENTS

XI. ADJOURNMENT

RESOLUTION IN MEMORIAM OF JOHN DAVID DINGELL JR., *Former Congressman*
Ypsilanti Community Schools, Washtenaw County, Michigan

A meeting of the Board of Education of the District was held in the Professional Development Room at the Ypsilanti Community Schools Administration Building located at 1885 Packard Road, Ypsilanti, MI 48197, on February 25, 2019 at 6:30 p.m.

The meeting was called to order by Dr. Celeste Hawkins, President.

The following Resolution was offered by Member _____,
and supported by Member _____.

WHEREAS,

1. John David Dingell Jr., former Democratic Representative and longest-serving member of the United States Congress in American history; serving from 1955 - 2015, died on February 7, 2019 at the age of 92; and,
2. The death of John Dingell Jr. brings loss to his family - including his wife, Representative Deborah Dingell of Michigan's 12th Congressional District - friends, colleagues and a nation; and,
3. John Dingell Jr. will be remembered for his decades of public service to the people of Southeast Michigan and for a lifetime of dedication to improving the lives of all; and,
4. John Dingell Jr.'s Father, the late John David Dingell Sr., preceded him in service as a member of the House from March 1933 to September 1995. John Jr.'s wife, Debbie Dingell, succeeded him in January 2015 and continues to serve. Michiganders have entrusted John Sr., John Jr. and Debbie Dingell together to serve as their representative in Congress for the past 86 years; and,
5. John Dingell Jr. was elected to the 84th Congress, by special election, to fill the vacancy caused by the death of his father, United States Representative John D. Dingell Sr. John Jr.'s service was valued by his constituents, who reelected him to 29 succeeding Congresses (December 13, 1955 - January 3, 2015); and,
6. John Dingell Jr. holds the record for the longest-serving member of Congress, representing Southeastern Michigan for more than 59 years; but it is not by this record that he will be remembered. He will be remembered for his accomplishments and achievements for the nation and its people; and,
7. Ypsilanti Community Schools expresses condolences to his wife, Debbie Dingell, who now represents his constituency in Congress and carries forward his legacy and work. To the family of John David Dingell Jr., we share in your sorrow.

NOW, THEREFORE, BE IT RESOLVED, that Ypsilanti Community Schools hereby: 1) honors the life, the legacy, the passion for public service, and, the accomplishments of former Congressman John David Dingell Jr., and; 2) expresses sympathy to his family on his passing.

(continued on next page)


Roll Call Vote as Follows:

<u>Dr. Celeste Hawkins, President</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Brenda Meadows, Vice-President</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Maria Sheler-Edwards, Secretary</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Gillian Ream Gainsley, Treasurer</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Ellen Champagne, Trustee</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Sharon Lee, Trustee</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Meredith Schindler, Trustee</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>

Resolution Declared: Adopted (/ , Yes)

The undersigned herewith certifies, as Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, that this resolution was adopted by a majority of said Board at a duly constituted public meeting of said Board at a regular meeting held on February 25, 2019.



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



Calendar Considerations

Ypsilanti Community Schools

- Beatty
- Ford ELC
- Perry ELC
- Holmes Elementary
- Erickson Elementary
- Estabrook Learning Center
- YIES
- Ypsilanti Community Middle School
- ACCE
- ACTech, STEMM Middle College



Why consider a Collegiate-based Calendar?

1. All students in the district would be on the same calendar, eliminating concerns for families about child care and different calendars for different students.
2. Will assist in building our Athletic, Music Programs, and Extracurricular Activities as it more closely aligns to the start of their seasons
3. Our Seniors get a jump start on getting summer internships and summer work
4. Assist students who are dual enrolled
 - a. Semester break aligns with WCC
 - b. ACTech and STEMM Dual Enrollment has grown exponentially

Why consider a Collegiate-based Calendar?

5. More instructional time prior to State testing
6. Daycare can be consistently established for the summer for working parents
7. Charter schools often start in August, starting early will give us an advantage to increasing enrollment.
8. WIMA/WIHI calendar also starts in August, we will be more closely aligned to their start date.
9. Opportunities for extended summer programming for students
10. Earlier opportunities for students to get jobs for the summer, before others get out of school..

High School Survey Results - 82 Respondents

What is your SLC?

AC Tech: 67.1%

STEMM: 32.9%

When would you prefer to go to school?

August - May: 57.3%

September - June: 42.7%

YCS Staff Feedback - 244 Respondents

1. 50.4% - Traditional Calendar, 49.6% - Collegiate Calendar
2. 67.9% - Prefer scheduled $\frac{1}{2}$ days for Professional Development as opposed to after school required meeting time
3. 34.2% of staff are likely/very likely to work Summer Programming
 - a. 31.7% are unsure if they will work Summer Programming

Parents / Community Feedback

Survey was sent to all YCS parents/guardians through email and Facebook, 335 parents responded.

41% of the respondents favored a collegiate calendar

55% of the parents surveyed from the secondary level are in favor of a collegiate calendar.

40% of the parents surveyed from the elementary level are in favor of a collegiate calendar.



Calendar Consideration Next Steps

- Provide more information to: Staff, Parents and Students
 - Parent Info Sessions @ every building
 - Staff meetings
 - School Messenger
 - Facebook
- Post Information Surveys
- Planning and Approval

YCS

Sex Education Advisory Board Recommendations

January 28, 2019

Presented by
Co-Chairs Denise Bailey and Sandra LaLone, RN

Agenda

- What SEAB is and what it does
- Metrics and tracking
- Curriculum recommendations
- Teacher certification & certification tracking/reporting
- Administrative support

What is the Sex Ed Advisory Board (SEAB)?

- Much of what a SEAB does and how it does it is mandated by Federal and State law.
 - Every district that **chooses** to implement sex education must have a **SEAB**
 - The SEAB is responsible for reviewing and recommending materials and methods every two years.
 - SEAB is made up of **parents, students, educators, clergy, and community health professionals**
 - Sex ed curricula, materials, and methods must be **approved in advance**
- The content of the lessons and how they are taught is influenced by the districts
 - Core items must be taught
 - BOE policy 2414
 - Parent surveys indicated that more than 90% of parents want age-appropriate comprehensive sex-ed (2017-18)

Metrics

- 2014-2016 data show the Ypsilanti area having a higher rate of STD infection than surrounding areas
- 2017-2018 school year data show a chlamydia rate of 13% and gonorrhea 3%
- STI Blitz results (April 2018): chlamydia rate at 8.9%, and gonorrhea 4%.

Improvement is being made, but data still need collected and tracked per law.



Curriculum Review Process

- As in 2018, there remains a lack of comprehensive curriculum regarding sexuality and gender.
- SEAB members individually reviewed and evaluated the submitted candidate materials according to the standards outlined in the curriculum review criteria; alignment with parental survey; accuracy, tone, focus, inclusiveness, appropriateness, and quality.
- SEAB members discussed the submitted materials as a group at a SEAB meeting, then voted on whether to recommend the resource for Board approval, not adopt the resource, or gather additional information about the resource (e.g., request additional information, attend a workshop).
- SEAB provided written feedback regarding the submission of any resources that were not approved for recommendation, explaining the reasons for the committee's decision.

Curriculum Recommendations

Grade Levels	Curriculum Title	Format	Rationale	Anticipated Cost
9-12	The Empathy Gap	Video	Address gaps in the curriculum around toxic masculinity and rape culture	
	SEX, second edition: The all you need to know sexuality guide to get your through your teens and twenties	Book	Most updated version.	
	Not On My Watch	Zine	Address gaps in the curriculum around toxic masculinity and rape culture	
	Not On My Watch Lesson Plans	Lesson Plan	Address gaps in the curriculum around toxic masculinity and rape culture	
	UNIFIED - HIV Health and Beyond: Guest Speaker	Guest Speaker		
	ETR PrEP brochure	Brochure	Reflect new legal guidelines for providing information about HIV	
	The Mask You Live In	Movie	To address gaps in the curriculum around toxic masculinity and rape culture	
	RAHS Clinic: Guest Speaker	Guest Speaker		
	Corner Health Clinic: Guest Speaker	Guest Speaker		
Special Ed	Positive Prevention Plus	Lesson Plans		Approx \$500
6-8	Building Healthy Teen Relationships	Lesson Plan		

Teacher Certification Tracking & Reporting

- Certain certifications and recertifications are required of those who teach sex ed as well as HIV
- Best practice is to include reporting out on that as part of annual report
- Would like to get regular updates on that from HR - at time of hire and as training progresses

Administrative Support

Currently, the SEAB and sexual education curriculum implementation is not regularly staffed.

- Legal compliance:** Sexual education is a heavily regulated area of curriculum
- Communication:** with educators, parents, staff; board recruitment; parental surveys
- Execution:** how to ensure curriculum is acquired, in the hands of teachers, and effectiveness
- Budget allocation:** currently unknown the level of funding available for purchasing curriculum

SEAB Board Presentation: February 25, 2019

From: Sexual Education Advisory Board (SEAB); Denise Bailey and Sandra Lalone, Co-Chairs

Subject: SEAB Curriculum Recommendations, Annual Update

The SEAB recommends that the Board of Education adopt ten curriculum resources, allocate budget to purchase curriculum materials, and assign board and curriculum support duties.

The SEAB is an advisory board to the Board of Education, comprised of parents, educators, subject matter experts, and community representatives. It is charged by PA 451 of 1975 to establish goals and objectives for the sexual education program, to include reduction in the rates of students having sex, becoming pregnant/parents, and acquiring STDs; review materials and methods of instruction used to attain these goals; and to measure the effectiveness of programming. Additionally, the BOE has adopted Policy 2414 establishing the SEAB and guiding the process for involvement, instruction, and curriculum adoption. As a whole, the goals of the SEAB are to ensure the physical and mental health of YCS students with regard to sexual and reproductive health.

To that end, the SEAB helps to track various metrics related to sexual and reproductive health. The Regional Alliance for Healthy Schools (RAHS) conducted a survey at the end of 2017-18. This survey showed that our infection rates have decreased to 8.9% positivity rate for chlamydia from 13% in 2017-18; however, gonorrhea rates have increased to 4% from 3%. In addition, a survey was conducted of guardians throughout the school year; this survey indicated that 91% of parents wanted comprehensive, age-appropriate sexual and reproductive health education. The SEAB currently hopes to coordinate another such survey and update metrics in school year 2019-2020, per State direction that such data be collected and used to inform programming.

In early 2018, the BOE received and approved SEAB recommendations for additions to the sexual health curriculum. The SEAB is recommending additional curriculum tonight. As a reminder, these curriculum recommendations increase the number of available tools for educators; there is no obligation to use any particular resource or to incorporate all recommended curriculum materials (attached). Note that this year, the SEAB is also requesting an appropriate expenditure from the budget. As we write this memo, the SEAB has been unable to determine the current level of funding available for curriculum.

PA 451 of 1975 as well as Policy 2414 note that all instructors in sexual and reproductive health, as well as those teaching specifically about HIV, receive and maintain training specific to those areas. Currently, this information is not reported to the SEAB. The SEAB is interested in ensuring and maintaining compliance with this requirement, and asks that this data- who is teaching sexual and reproductive health, and their qualifications to do so- be reported to the SEAB for inclusion in their annual report and presentation to the BOE. It is likely that some instructors will require additional or ongoing training; the ongoing training may require inclusion in the annual budget in a manner similar to other ongoing certification requirements. Other districts may have models similar to this, or effective alternatives to model.

Last year, the SEAB was fortunate to be supported by a member of staff who was charged with support of the SEAB, including internal administrative coordination, acquisition of grant funding, helping to identify potential curriculum resources, ordering curriculum, locating and coordinating qualified guest speakers, external communications including board recruitment, updating the SEAB page on the YCS website (www.ycschools.us/seab/), and so on. There is currently a Board representative on the SEAB, which we recommend continue. To maintain or improve the SEAB's level of effectiveness and maintain legal compliance, the SEAB believes that a similar level of staff support is necessary. In addition to the duties borne by the previous staff support, the SEAB recommends future staff support duties include regulatory compliance tracking, coordination between the SEAB and the Coordinated School Health Team, coordination between the SEAB and partner agencies such as RAHS, Washtenaw County Public Health, University of Michigan, Eastern Michigan University, and others. This position would also lead the biennial data collection and synthesis needed to ensure the SEAB is meeting program goals.

ATTACHMENTS:

- Presentation
- Spreadsheet of recommended resources
- Review process for proposed curriculum

LIST OF SEAB PROPOSED CURRICULUM RESOURCES FOR ADOPTION (JAN 2019)

Grade Levels	Curriculum Title	Format	Rationale	Anticipated Cost
9-12	The Empathy Gap	Video	To address gaps in the curriculum around toxic masculinity and rape culture	
	S.E.X, second edition: The all you need to know sexuality guide to get your through your teens and twenties	Book	Most updated version.	
	Not On My Watch	Zine	To address gaps in the curriculum around toxic masculinity and rape culture	
	Not On My Watch Lesson Plans	Lesson Plan	To address gaps in the curriculum around toxic masculinity and rape culture	
	UNIFIED - HIV Health and Beyond: Guest Speaker	Guest Speaker		
	ETR PrEP brochure	Brochure	To reflect new legal guidelines for providing information about HIV	
	The Mask You Live In	Movie	To address gaps in the curriculum around toxic masculinity and rape culture	
	RAHS Clinic: Guest Speaker	Guest Speaker		
	Corner Health Clinic: Guest Speaker	Guest Speaker		
Special Ed	Positive Prevention Plus	Lesson Plans		Approx \$500
6-8	Building Healthy Teen Relationships	Lesson Plan		

YCS SEAB Curriculum Resource Review Worksheet

* Required

Email address *

Your email

Name of Reviewer *

Your answer

Date *

Date

mm/dd/yyyy

Name of Resource *

Your answer

Grade of Target Audience

Your answer

Respectful of, but not derived from religious teachings *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Appropriateness

6. Uses teaching methods and materials that are appropriate to the age of the target audience.
7. Uses teaching methods and materials that are appropriate to the developmental abilities of the target audience.

Teaching methods and materials are appropriate to the age of the target audience *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Accuracy

1. Provides medically accurate information
2. Provides scientifically accurate information
3. Information is current.

Provides medically accurate information *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Provides scientifically accurate information *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Comments

Your answer

Teaching methods and materials are appropriate to the developmental abilities of the target audience *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Tone

8. Approaches sexuality in a manner that is both respectful and engaging of the target audience (e.g., uses an appropriate level of seriousness/humor, neither portraying sexuality too lightly nor in a frightening fear-based manner).
9. Provides information about the psychological and physical risks of sexual activity without presenting human sexuality in an overall negative light.

Information is current *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Focus

4. Teaches information and skills, not values.
5. Is respectful of, but not derived from, religious teachings.

Teaches information and skills, not values *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Approaches sexuality in a manner that is both respectful and engaging of the target audience *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Provides information about the risks of sexual activity, without being negative about human sexuality *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Inclusiveness

10. Is respectful of and applies to all students and does not engender shame/pass judgment/alienate regardless of whether a student is abstinent, sexually active, or previously sexually active and currently abstaining.

11. Is respectful of and applies to all students and does not engender shame/pass judgment/alienate regardless of a student's sexual orientation or gender identity.

Is respectful and applies to all students, does not shame/pass judgement/alienate students regardless of level of sexual activity *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comment

Your answer

Is respectful of and applies to all students; does not shame/pass judgment or alienate students, regardless of sexual orientation or gender identity *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comment

Your answer

Quality

12. Is of high quality. Depending on the type of resource the relevant quality criteria will vary. Some examples of quality include: Materials should incorporate sound theories of behavior change and utilize instructional methods that foster functional knowledge and skill development. Materials should be appealing and engaging (e.g., up-to-date, quality graphics). Messages should be clear and consistent.

High quality *

- ☐ Poor
- ☐ Fair
- ☐ OK
- ☐ Good
- ☐ Excellent
- ☐ NA

Comments

Your answer

Overall Comments *

Your answer

Overall Rating *

- ☐ Recommend for approval
- ☐ Do not recommend for approval
- ☐ Undecided

SUBMIT

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Sex Education Advisory Board: 2/25/19 Board Presentation

Title of Resource	Type of Media	Grade Level	Content description/link(s)	Reason needed	Approval Status
Rights, Respect, Responsibility Lesson/Grade 9, Lesson 4: Sexual Orientation, Behavior and Identify: How I Feel, What I Do and Who I Am	Lesson Plan	9-12	http://advocatesforyouth.org/3rs-curric-lessonplans	To reflect more inclusive discussion of sexual orientation	Approved by BOE 5.7.17
Rights, Respect, Responsibility/Grade 9, Lesson 5: Understanding Gender	Lesson Plan	9-12	http://advocatesforyouth.org/3rs-curric-lessonplans	To reflect more inclusive discussion of sexual orientation	Approved by BOE 5.7.18
Planned Parenthood	Presentation	9-12	PowerPoint presented by Washtenaw Peer Educators & Safer Choices; Contact Tory Sparks - Tory.Sparks@ppmi.org	Peer education has been shown to be an especially effective method for teaching about sex	Approved by BOE 5.7.19
Michigan Organization on Adolescent Sexual Health: LGBTQ Youth Inclusivity Toolkit	Staff toolkit	staff	http://www.moash.org/toolkit/	To reflect more inclusive discussion of sexual orientation	Approved by BOE 5.7.20
The Empathy Gap	Video	9-12	https://shop.mediaed.org/the-empathy-gap-p180.aspx	To address gaps in the curriculum around toxic masculinity and rape culture	Approval recommended by SEAB
S.E.X, second edition: The all you need to know sexuality guide to get your through your teens and twenties	Book	9-12	https://www.barnesandnoble.com/w/sex-second-edition-heather-corinna/1122808992?ean=9780738218847#/	Most updated version.	Approval recommended by SEAB
Not On My Watch	Zine	9-12	http://www.isabellarotman.com/not-on-my-watch/	To address gaps in the curriculum around toxic masculinity and rape culture	Approval recommended by SEAB
Not On My Watch Lesson Plans	Lesson Plan	9-12	Sent word doc to denise 1/22- Tory	To address gaps in the curriculum around toxic masculinity and rape culture	Approval recommended by SEAB
Leon Golson	Guest Speaker	9-12	http://www.miunified.org/Home		Approval recommended by SEAB
ETR PrEP brochure	Brochure	9-12	Tory has them and can drop them off where/when they are needed.	To reflect new legal guidelines for providing information about HIV	Approval recommended by SEAB
The Mask You Live In	Netflix Movie	9-12	requires Netflix subscription; may be able to look into ordering permanent copies	To address gaps in the curriculum around toxic masculinity and rape culture	Approval recommended by SEAB
RAHS Clininc Guest Speaker	Guest Speaker	9-12	Need status update on this		Approval recommended by SEAB?
Mary Larkin	Guest Speaker	9-12	No longer works at EMU- no longer an option		Approval recommended by SEAB?
Positive Prevention Plus	Lesson Plans	Special Ed	We haven't reviewed it as a SEAB but Tory has reviewed it for SHEAC and likes it. It's \$\$\$.		Approval recommended by SEAB?
Building Healthy Teen Relationships	Lesson Plan	6-8	https://idvsa.org/wp-content/uploads/2013/01/Healthy-Relationships.pdf		Approval recommended by SEAB?

YPSILANTI COMMUNITY SCHOOLS
FEBRUARY BUDGET AMENDMENT
GENERAL FUND
February 25, 2019

<u>REVENUES</u>	2018-19 ADOPTED BUDGET	CHANGE	FEBRUARY 2019 AMENDMENT
LOCAL	\$10,726,700	\$86,358	\$10,813,058
STATE	\$31,086,004	\$391,317	\$31,477,321
FEDERAL	\$5,397,810	\$948,804	\$6,346,614
INCOMING TRANSFERS & OTHER TRANSACTIONS	\$8,575,000	(\$573,036)	\$8,001,964
FUND MODIFICATIONS	\$175,000	\$5,000,000	\$5,175,000
TOTAL REVENUE	\$55,960,514	\$5,853,443	\$61,813,957
 <u>APPROPRIATIONS</u>			
BASIC PROGRAMS, INSTRUCTION	\$24,189,166	(\$902,055)	\$23,287,111
ADDED NEEDS, INSTRUCTION	\$7,294,783	(\$261,200)	\$7,033,583
PUPIL SUPPORT	\$6,556,282	(\$230,655)	\$6,325,627
INSTRUCTIONAL SUPPORT	\$2,238,322	(\$2,950)	\$2,235,372
GENERAL ADMINISTRATION	\$735,298	\$41,581	\$776,879
SCHOOL ADMINISTRATION	\$2,786,103	(\$18,000)	\$2,768,103
BUSINESS SUPPORT	\$827,055	\$0	\$827,055
OPERATIONS/MAINTENANCE	\$5,591,862	\$456,167	\$6,048,029
TRANSPORTATION	\$4,002,049	(\$195,000)	\$3,807,049
CENTRAL SERVICES	\$1,615,810	(\$75,016)	\$1,540,794
ATHLETICS	\$651,035	\$0	\$651,035
COMMUNITY SERVICES	\$378,134	\$30,000	\$408,134
OUTGOING TRANSFERS & OTHER TRANSACTIONS	\$45,000	\$0	\$45,000
DEBT SERVICE	\$2,103,500	\$0	\$2,103,500
FUND MODIFICATIONS	\$48,642	\$2,862	\$51,504
TOTAL APPROPRIATED FOR EXPENDITURES	\$59,063,041	(\$1,154,266)	\$57,908,775
EXPENDITURES (OVER)/UNDER REVENUE	(\$3,102,527)	\$7,007,708	\$3,905,181
 Projected Fund Balance Beginning July 1, 2018	 \$4,147,126		
Projected Fund Balance Ending June 30, 2019	\$1,044,599		
Audited Fund Balance as of 6/30/2018	\$6,556,770		

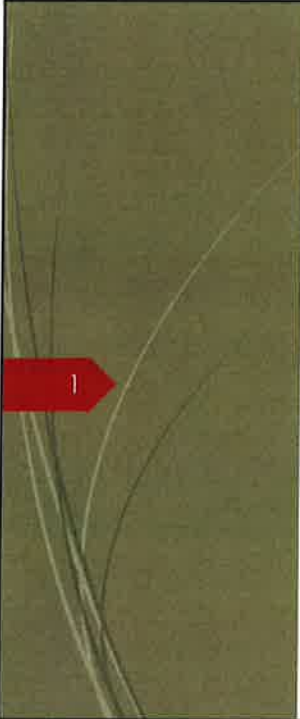
YPSILANTI COMMUNITY SCHOOLS
BUDGET AMENDMENT FEBRUARY 25, 2019

Revenue:

1. Revenue has been adjusted according to the award notifications by a total of 853,443
2. Sale of property on 670 Onandaga in the amount of \$344,635.02
3. Carryover funding from 31A included (State Revenue \$487,649)
4. MPSERS UAAL state aid allocation increased by \$240,816
5. Transfer from debt Service (now unassigned) - \$5,000,000
6. Loss of Act 18 fund revenue

Expenditures:

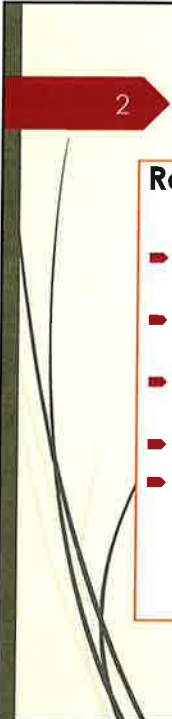
1. The number of positions to be filled as well as the time it takes to replace staff created some salary savings
2. Utilities as well as other cost to repair/maintain buildings etc. costed more than originally projected.
3. According to bills received the cost transportation is down slightly.
4. The cost of School Administration is down slightly as a result of vacancies or timing of replacement.
5. WIMA, WIHI & WAY Program Budgets aligned based on enrollment budget reduced by \$618,866



Ypsilanti Community Schools

Budget Amendment as of February 25, 2019

Dr. Edwina Hill, Director of Business Services & Finance



2 Budget amendment February 25, 2019

Revenue:

- 1. Revenue has been adjusted according to the grant award notifications as well as adjustments to State Aid by a total of 853,443
- 2. Sale of property on 670 Onandaga in the amount of \$344,635
- 3. Carryover funding from 31A has been included (State Revenue \$487,649)
- 4. MPSERS UAAL state aid allocation increased by \$240,816
- 5. Transfer from Debt Service (now unassigned) \$5,000,000

3

Additional Amendment Highlights

Expenditures:

- 1. The number of positions to be filled as well as the time it takes to replace staff created some salary savings
- 2. Utilities as well as other cost to repair/maintain buildings etc. costs more than originally projected
- 3. According to bills received the cost of transportation is down slightly
- 4. The cost of School Administration is down slightly as a result of vacancies or timing of replacement
- 5. WIMA, WIHI & WAVE Program budgets aligned based on enrollment budget reduced by \$618,866

4

Budget Amendment through February 25, 2019

	2018 - 2019 ADOPTED BUDGET	PROPOSED BUDGET AMENDMENT	CHANGE
REVENUES	\$55,960,514	\$61,813,957	\$5,853,443
EXPENDITURES	\$59,063,041	\$57,908,775	(\$1,154,266)
NET OPERATIONS	(3,102,527)	3,905,181	7,007,708
Projected Fund Balance Beginning July 1, 2018	4,147,126		
Projected Fund Balance Ending June 30, 2019	1,044,599		
Audited Fund Balance as of June 30, 2018	6,556,770		

Enclosure #5
APPROVAL OF CONSENT AGENDA
Meeting of 2/25/2019
Presented by Alena Zachery-Ross
Prepared by Paula Gutzman

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

Rationale/Background Information

- a. Consent Agenda
1. February 4, 2019 Special Meeting Minutes
 2. February 4, 2019 Regular Meeting Minutes
 3. New Hires
 4. Resignations

Proposed Motion

" move that the Board of Education approve the following:

- 1) February 4, 2019 special meeting minutes;*
- 2) February 4, 2019 regular meeting minutes, and;*
- 3) the personnel matters as per the attached list dated February 18, 2019: New Hires and Resignations."*

Budget Impact: ☐ None ☒ As follows:

Human Resources List: All are replacements

Attachments:

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



MINUTES: SPECIAL MEETING/WORKSHOP OF THE BOARD OF EDUCATION

Monday, February 4, 2019 (Meeting #1 of 2)

The **Special Meeting** of the Ypsilanti Community Schools Board of Education was called to order by President Dr. Celeste Hawkins at 5:40 p.m.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

President Dr. Celeste Hawkins, Vice-President Brenda Meadows (6:27 arrival), Secretary Maria Sheler-Edwards (6:36 arrival), Treasurer Gillian Ream Gainsley, Trustee Ellen Champagne (5:53 arrival), Trustee Sharon Lee, Trustee Meredith Schindler

MEMBERS OF THE BOARD OF EDUCATION ABSENT: None

MEMBERS OF ADMINISTRATIVE CABINET PRESENT (& Participants in Workshop)

Superintendent Alena Zachery-Ross, Assistant Superintendent Dr. Sherrell Hobbs, Director of Business and Finance Edwina Hill, Director of Human Resources Sue McCarty, Director of Facilities & Operations Steven Burgess, Director of Student Support Services Ruth Jordan, Director of State & Federal Programs Priya Nayak, Communications & Marketing Coordinator Taryn Reid Willis

ACCEPTANCE OF AGENDA: Accepted as Presented

Motion by Lee, supported by Ream Gainsley

Action Recorded: 4/Yes; 0/No

PUBLIC COMMENTS #1: None

BOARD | SUPERINTENDENT PLANNING: Superintendent Alena Zachery-Ross presented the Central Office team members and their roles. Information included: 1) YCS Department; 2) Scope of Work; 3) Current Priorities, and; 4) Action Steps Needed from Board.

Zachery-Ross facilitated a session on objectives for 2019/"20" Board calendar items, including: 1) efficient and productive one-hour meetings, fewer meetings, clarity regarding required Board agenda items and subcommittee structures. Consideration of Michigan Association of School Boards suggested topics and Michigan Department of Education required agenda items and timelines. Participation of Board and Cabinet members in a "priorities activity".

Conversation on Board subcommittee expectations, roles and intended outcomes of each. Discussion of board representatives: school assignments. Who leads the subcommittee work: Board member chair, or, central office representative? Conversation on a "chair" of each subcommittee: do we keep a chair, or is a chair not needed? According to Organizational Meeting, Board chairs were assigned, and so, chairs we will keep. Notetaking is an important process of subcommittees.

Discussion of workshop/study session ideas and placement on the calendar, including anti-bias and effective Board committee structure. Calendar dates only listed; not topics of discussion. Conversation on next steps.

OTHER: None

BOARD | SUPERINTENDENT COMMENTS: None

Meeting Adjourned: 6:40 p.m.

Date Approved: _____

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

YPSILANTI COMMUNITY SCHOOLS

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

MINUTES: REGULAR MEETING OF THE BOARD OF EDUCATION (Meeting #2 of 2)

Monday, February 4, 2019

The meeting was called to order by President Dr. Celeste Hawkins at 6:49 p.m. The Pledge of Allegiance was recited in Spanish, led by Ypsilanti International Elementary School (YIES) students and Principal Cassandra Sheriff.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

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

MEMBERS OF THE BOARD OF EDUCATION ABSENT: *None*

ACHIEVEMENTS, AWARDS AND RECOGNITION

YIES Points of Pride included: 1) IB Application; 2) PYP & MYP Collaboration; 3) Spanish Curriculum; 4) Operation Appreciation; 5) YIES 5th Grade Students Anti-Bully Awareness Campaign; 6) 3rd Annual Blooming YIES Fundraiser, and; 7) Preschool Playground Enhancement.

ACCEPTANCE OF AMENDED AGENDA: The "amended" agenda was accepted as presented

Motion by Lee, supported by Schindler

Action Recorded: 7/Yes; 0/No

PRESENTATIONS

University of Michigan PROMISE IRBMED: *Promoting Resilience and Outreach through Multi-Tiered Interventions and Supportive Environments (PROMISE) for Success: A Trauma-Informed and Trauma-Responsive Community Intervention. IRB: Internal Review Board.*

Dr. Polly Gipson, University of Michigan | Michigan Medicine; Department of Psychiatry - Clinical Associate Professor - Director, Trauma & Grief Clinic - Director, Frankel Psychotherapy Program led a presentation and answered questions on the grant received that will be implemented at Ypsilanti Community Middle School. Dr. Jessie Kimbrough Marshall, Medical Director | Washtenaw County Health Department also facilitated the presentation; Brenda Averett, YCS School Guidance Counselor was introduced as a team member.

Presentation included: 1) why addressing trauma matters; 2) what it means to be trauma-informed; 3) core elements of trauma-informed schools; 4) what has happened to you/how can we help/Project PROMISE, and; 5) opportunities v. threats. There was no action item to be voted on.

Roofing Bid | Estabrook Elementary & West Middle Schools: Brad Konvolinka, Area Manager/The Garland Company led a presentation and answered questions with Steve Burgess, Director of Facilities & Operations also participating. Burgess spoke of the sinking fund, which includes roofing.

Bidding went through the U.S. Communities Government Purchasing Program. Through this program, bidders are prequalified to bid. This process satisfies the legal bid requirements of the State and is, in fact, a more thorough process than the State bid website.

YCS received three bids. The presentation included: 1) bid process; 2) condition of roofs, and; 3) next steps after vendor selection.

PUBLIC COMMENTS #1

Glen Fitzhugh, representing the Sugarbrook neighborhood, and *Catherine White* commented on the Kettering property.

CONSENT AGENDA

MOTION TO approve the following: 1) January 28, 2019 special meeting minutes; 2) January 28, 2019 Organizational & regular meeting minutes; 3) the personnel matters as per the attached list dated February 1, 2019: New Hires.

Motion by Champagne, supported by Meadows

Action Recorded: 7/Yes; 0/No

ACTION ITEMS, Business/Finance

RESOLUTION: Roofing Bid Award, Estabrook & West: *Item Tabled to February 25, 2019*

PUBLIC COMMENTS #2: *None*

OTHER: YCS Superintendent Conversation (Zachery-Ross was hired by the Board as an interim superintendent for 2018/19. Board plans were to conduct a superintendent search for a permanent superintendent for 2019/20.)

- *Hawkins* led conversation to honor the Board's commitment to the community that they would hire a permanent superintendent. *Hawkins* expressed satisfaction with Superintendent Zachery-Ross' performance thus far. She recommended to the Board to forego the superintendent search process and enter into contract conversations with Zachery-Ross.
- *Board members* all agreed to engaging in conversation with Zachery-Ross regarding a permanent contract.
- Per *Hawkins*, it is the consensus of the Board to enter into contract discussion with Zachery-Ross, and, there is affirmation among the Board for *Hawkins* to begin preliminary discussions to enter into this conversation.

BOARD/SUPERINTENDENT COMMENTS

- *Schindler* thanked *Hawkins* for discussion of the superintendent conversation so quickly. Praise to Zachery-Ross and Burgess for their efforts in restoring Ypsilanti Community High School after the recent flood damage.
- *Ream Gainsley* shared information on a library exhibit, highlighting two that are education related.
- *Meadows* thanked Zachery-Ross for her work and *Hawkins* for beginning conversation with regard to the YCS superintendency. Brief conversation on Board member assignments as school representatives. She also expressed interest in being a reader for (March is) reading month.
- *Champagne* would also like to be a guest reader for reading month. She shared information on a teacher of the year program. She offered to coordinate this work; Taryn Reid Willis | Communication & Marketing Coordinator will also participate.
- *Zachery-Ross* expressed thanks for the praise from the Board. She spoke of teamwork (principals, teachers, custodians, etc.) and "stronger together". Comments on National African American Parent Involvement Day (NAAPID) and inviting parent involvement daily.

- *Taryn Reid Willis* shared information on the upcoming Ypsilanti Community High School production for Black History Month, which includes a living museum. Thanks to YCHS staff member Harold Taylor for his efforts.
- *Hawkins* spoke of NAAPID showcasing student talent and Washtenaw Community College as the venue.
- *Board members* conversed on being representatives to the schools. Board decision is to not be assigned to schools; instead, would like a schedule of District events in which the Board will sign up to attend. This could be a Google Doc for events. This information would also be available for public view.

Meeting Adjourned: 7:48 p.m.

Date Approved: _____

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

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Enclosure #6A.i
APPROVAL OF OVERNIGHT FIELD TRIP, CTE Culinary Arts
Meeting of 2/25/2019
Presented by Alena Zachery-Ross
Prepared by Paula Gutzman

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

Rationale/Background Information

Re: ProStart Education Foundation/Michigan Restaurant Association

Trip Requested By: Chef Aaron Gaertner, Culinary Instructor

Class: Career & Technical Education (CTE) Culinary Arts

Destination: Lansing, Michigan

Trip Date: March 17 – March 18, 2019

See attached Field Trip Request Form for additional details.

Proposed Motion

“ move that the Board of Education approve the overnight field trip of CTE Culinary Arts to Lansing: March 17-18, 2019.”

Budget Impact: ☒ None ☐ As follows:

RCTC Activity Fund

Attachments:

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

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

RCTC Activity
Fund

Type of Trip ProStart Education Foundation/Michigan Restaurant Association

Proposed Departure Date March 17, 2019 Return Date March 18, 2019

Proposer Chef Aaron Gaertner _ Position CTE Instructor / ProStart Instructor

Date by which response is needed ASAP _ Proposal Date _1-11-19

A. Purpose

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

Lansing Center

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

ProStart Education Foundation writes the CTE curriculum for our class

3. In what ways will the student benefit?

Student will compete against his peers from all over the state and (with hard work and a little luck) win Prizes and Scholarships

4. In what ways will the district benefit?

Great PR for the District , and this will motivate other students and increase interest in potential students.

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

We will see where the Student measures up against state competition

B. Students and Staff

1. Which students,(grade, class, or organization) will be going?

Taegeonna Bibbins

Beyoncé Bonner

Melvin LaFloura

Tahjaneé Robertson

B. Students and Staff (cont'd)

Chef Aaron Gaertner

Chef Shannel Smith

2. How many students in total?

4

3. How many students are currently experiencing academic problems?

0

4. Which staff member will be in charge?

Chef Aaron Gaertner

5. What previous experience has the staff member had in conducting overnight or extended field trips?

Had at least one overnight Trip for the last 9 year. And has chaperoned for this trip for 14 years

6. What other staff members will be going?

Shannel Smith

7. How many chaperones, in addition to staff members will be going?

0

8. What are their names and affiliations with the students?

N/A

9. How many school days will be missed?

1

10. How will teachers be advised in advance that the students will be out of school?

Direct communication from Chef Gaertner

C. School Work

1. How will missed work be made up?

Work will be pre arranged

2. What special assistance will be provided students with academic problems?

Extra time and assistance as needed

D. Itinerary

1. What is the destination?
Lansing MI
2. What will be the mode of transportation? What liability insurance does the carrier have?
Rental Van
3. Where will the group be housed and fed?

HOTEL

RADISSON HOTEL LANSING

111 N. Grand Ave., Lansing

517-482-0188 or 1-800-333-3333

www.radisson.com/lansingmi

We will eat at local restaurants

4. What enroute or supplementary activities are planned?

None just Travel

5. What arrangements have been made for dealing with emergency situations?

Contact with the Parents and Medical cards and permissions will be carried By the student Cell Phone numbers have been exchanged

6. If tour guides are involved, what liability insurance do they carry?
N/A

E. Finances

1. What is the estimated total cost and cost per student?
\$600
2. What is the source of funds?
RCTC Student Activity Fund
3. How will the funds be collected and safeguarded?
N/A
4. How will any shortfall be made up or excess funds be used?

N/A Instructor will be reimbursed From the Activity Fund

5. What provision has been made for students who are financially unable to pay any necessary costs?
N/A

F. Communications

1. How will you communicate to parents prior to, during, and after the trip?
Phone conversation with parents. Have exchanged Numbers
2. List telephone numbers at destination and where group will be housed.

HOTELS



RADISSON HOTEL LANSING
111 N. Grand Ave., Lansing
517-482-0188 or 1-800-333-3333
www.radisson.com/lansingmi

3. What information will be provided to the media and the community?

Press release will be prepared and distributed

Attach Field trip request form to front of this form.

Approvals:

 Principal	Date: <u>1/5/19</u>
 Asst Supt	Date: <u>2/1/19</u>
_____ Board of Educ.	Date: _____

Enclosure #6B.i

RESOLUTION: AWARD OF BID CONTRACT, *Garland/DBS, Inc.*

Roofing Restoration: Estabrook Elementary School

Roofing Replacement: West Middle School

Meeting of 2/25/2019

Presented by Steven Burgess

Prepared by Paula Gutzman

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

Rationale/Background Information

Our February 4th Board meeting included a presentation led by Brad Konvolinka, Area Manager/The Garland Company with Steve Burgess, Director of Facilities & Operations also participating. Questions were answered.

A Request for Proposal went out to contractors for roofing projects of Estabrook Elementary and West Middle Schools (West currently houses WIMA/WIHI). YCS received three bids. Director of Facilities & Operations Steve Burgess has reviewed bids for both schools. The amount budgeted for these roof projects was \$1,675,000. Bids received for both projects total \$1,322,271, a savings of \$352,729. We can use \$1,600,000 of our sinking fund and \$350,000 from the sale of Kaiser to complete Estabrook & WIMA/WIHI's roof as planned and as presented to voters.

YCS has 30 days from January 10, 2019 for the contractor to hold this price, so Board approval was requested prior to February 10, 2019 (this item was postponed previously). If not accepted within the 30-day window, pricing could be lost due to more work becoming available for contractors. A one-year delay of this project could cost as much as a 5% increase due to increase in demand for roofers.

Bidders are part of the US Communities Government Purchasing Program; YCS is a member. Bidders in this program are pre-qualified to bid on projects of this scope and nature. This process satisfies the legal bid requirements of the State and is, in fact, a more thorough process than the State bid website.

Proposal Submitted: January 10, 2019 | Proposal #: 25-MI-190052

Proposed Motion

" move that the Board of Education adopt the Resolution to Authorize Contract with Garland/DBS, Inc. for roofing services at Estabrook Elementary and West Middle Schools."

Budget Impact: ☐ None ☒ **As follows:** 1) Sinking Fund Monies; 2) Sale of Kaiser Monies

Attachments:

RESOLUTION TO AUTHORIZE CONTRACT WITH GARLAND/DBS, Inc. (Roofing)
Ypsilanti Community Schools, Washtenaw County, Michigan

A regular meeting of the Board of Education of the District was held in the Professional Development Room at the Ypsilanti Community Schools Administration Building located at 1885 Packard Road, Ypsilanti, MI 48197, on Monday, February 25, 2019 at 6:30 p.m.

The meeting was called to order by Dr. Celeste Hawkins, President.

The following Resolution was offered by Member _____ and supported by Member _____.

WHEREAS,

1. The District proposed a sinking fund to voters to complete facility and technology projects; and,
2. A 10 year plan was presented to voters with, among other projects, the roofs of Estabrook and WIMA/WIHI for next fiscal year; and,
3. In order to ensure District resources are directed to the maintenance of high quality educational services and programs for its students, the Board of Education issued a Request for Proposals (RFP) for the repair and or replacement of building roofs by using the government purchasing program U.S. Communities; and,
4. After review and consideration of the proposals received in response to the RFP, the Board of Education has decided to enter into a roofing services contract with each lowest responsible bidder through Garland/DBS, Inc.

THEREFORE BE IT RESOLVED,

1. Ypsilanti Community Schools hereby selects Garland/DBS, Inc. to perform the roofing work per the specifications of the RFP; and,
2. The Superintendent, or designee, is hereby authorized to:
 - a) negotiate the terms and conditions of the contract with Garland/DBS, Inc., subject to the review and approval of District legal counsel, and in accordance with the terms and conditions of the RFP and Garland/DBS, Inc. proposal, and;
 - b) execute the resulting contract with Garland/DBS, Inc., as well as any and all documents necessary and incidental to said contract, on behalf of the District.

Roll Call Vote as Follows:

<u>Dr. Celeste Hawkins, President</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Brenda Meadows, Vice-President</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Maria Sheler-Edwards, Secretary</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Gillian Ream Gainsley, Treasurer</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Ellen Champagne, Trustee</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Sharon Lee, Trustee</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
<u>Meredith Schindler, Trustee</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>

Resolution Declared: Adopted (/ , Yes)

The undersigned herewith certifies, as Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, that this resolution was adopted by a majority of said Board at a duly constituted public meeting of said Board at a regular meeting held on Monday, February 25, 2019.

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

Enclosure #6B.ii
APPROVAL OF REPAIRS, YCHS Chiller Shaft Seal
Meeting of 2/25/2019
Presented by Steven Burgess
Prepared by Paula Gutzman

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

Rationale/Background Information

Three price quotes were received for the repair of the chiller shaft seal at Ypsilanti Community High School (YCHS). It is recommended that the Board of Education approve this repair with Trane U.S. Inc., who was the lowest bidder and is also familiar with the our chillers. **Trane's service quote is valid for 30 days from February 7, 2019.**

Trane Proposal ID: 2595807 | February 7, 2019 | \$22,876.01 (additional refrigerant, if needed, will be quoted separately)

Proposed Motion

" move that the Board of Education approve the service quote, #2595807, with Trane U.S. Inc. to service the chiller shaft seal at Ypsilanti Community High School, for an amount of \$22,877 plus the cost of additional refrigerant, if needed."

Budget Impact: ☐ None ☒ As follows:

"Other Qualifying Projects" identified in the 10 year Sinking Fund plan

Attachments:

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



Steven D. Burgess - Director of Operations
1885 Packard Road, Ypsilanti, MI 48197
www.ycschools.us

Office: 734-221-1198

Cell: 734-478-3870

February 8, 2019

Dr. Alena Zachery-Ross
RE: Necessary Repair of High School Chiller

Dear Dr. Zachery-Ross,

Please find enclosed three quotations for necessary repairs to the High School chillers shaft seal. The seal that encloses the shaft on this machine is leaking refrigerant, and we will be unable to provide cooling to the building. We could chose no longer to air condition the building; however, given that we lack the ability at the high school to open a window I would suggest we not take this approach. During warm days in the spring months we would likely have many upset students and parents.

Summary of Repair Bids

- | | |
|---------------------------------|-------------------------|
| 1. TRANE Proposal ID: 2595807 / | TOTAL PRICE \$22,876.01 |
| 2. Dunbar Mechanical Inc. / | TOTAL PRICE \$22,925.00 |
| 3. CARRIER Quote # 00451609 / | TOTAL PRICE \$27,950.00 |

In addition to being the lowest bidder TRANE also is familiar with the chiller as their technicians have repaired numerous other issues on the machine and performed routine maintenance, i.e. they are the lowest qualified bidder in this instance. The bid threshold amount for such repairs is \$24,459 so we are not required to post the repair on the States Website and put together an RFP; however, the board policy requires three bids when the repair amount reaches 50% of the bid threshold. That being said I am asking for approval to schedule the repair with TRANE.



Trane U.S. Inc.
37001 Industrial Road
Livonia, MI 48150
Phone: (734) 452-2000
Fax: (734) 452-2020

February 7, 2019

Steve Burgess
Ypsilanti Community School
1885 Packard Road
Ypsilanti, MI 48197

Site Address:
YCS HIGH SCHOOL
2095 Packard Road
Ypsilanti, MI 48197

ATTENTION: Steve Burgess

PROJECT NAME: YCS High School - Replace Shaft Seal

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

EQUIPMENT LIST

Equipment	Qty	Manufacturer	Model Number	Serial Number
Centrifugal Liquid Chillers - Generic	1	York International	YKABABP4CL	SELM-707908

SCOPE OF SERVICE

- Customer check in and job start notification
- Recover chiller refrigerant into certified cylinders
- Weigh existing refrigerant to confirm if any additional is needed
- Remove existing shaft seal
- Install new shaft seal and reassemble
- Evacuate chiller and ensure no leaks are present
- Return recovered refrigerant into the chiller
- Add additional refrigerant if needed (not on this quote)
- Verify proper operation
- Customer check out and field report delivery

PRICING AND ACCEPTANCE

TOTAL PRICE:.....**22,876.01 USD**

CLARIFICATIONS

1. Additional refrigerant is not included in this proposal and will be quoted separately
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from February 7, 2019.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Joseph Thomas

Cell: (734) 788-1819

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number:

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

- 1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
- 3. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
- 4. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
- 5. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
- 6. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
- 7. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).
- 8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
- 9. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
- 10. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
 - (a) Any guarantee of room conditions or system performance;
 - (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
 - (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
 - (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

11. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

12. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

15. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the

foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1114)
Supersedes 1-10.48 (0614)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

February 4, 2019

Ypsilanti Community Schools
1885 Packard Road
Ypsilanti, MI 48197

RE: York Chiller Repair- JT19006

Dear Rick:

Dunbar Mechanical Inc. is pleased to submit our proposal on the above referenced project. Our price to install repair the York Chiller is TWENTY-TWO THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$22,925.00). This proposal is based upon the following specifications:

SCOPE OF SERVICE

- Customer check in and job start notification
- Recover chiller refrigerant into certified cylinders
- Weigh existing refrigerant to confirm if any additional is needed
- Remove existing shaft seal
- Install new shaft seal and reassemble
- Evacuate chiller and ensure no leaks are present
- Return recovered refrigerant into the chiller
- Verify proper operation
- Customer check out and field report delivery
 - Add additional refrigerant if needed (not on this quote)

CLARIFICATIONS

1. Additional refrigerant is not included in this proposal and will be quoted separately
2. Any service not listed is not included.
3. Work will be performed during normal business hours.

All work is to be done during normal business hours of 7:30 AM – 4:00 PM Monday through Friday. We thank you for the opportunity to bid this project. Please feel free to contact me if you have any questions regarding this proposal.

Sincerely,

Jill M. Taylor | Business Development
Dunbar Mechanical, Inc.
Cell: 248.675.9456 | Office: 734.625.7618
Email: jtaylor@dunbarmechanical.com

Acceptance of Proposal

Please acknowledge acceptance of this proposal by signing and faxing this proposal to (419) 578-6648. The above prices, conditions, and specifications are satisfactory and are hereby accepted. Dunbar Mechanical, Inc. is authorized to do the work as specified.

DATE ACCEPTED: _____ SIGNATURE: _____

PURCHASE ORDER #: _____

PRINTED

NAME: _____

NOTE: This proposal may be withdrawn by Dunbar Mechanical, Inc. if not accepted within 30 days unless otherwise specified.



Address 40120 Grand River Ave.
Novi MI 48375
Phone 734.756.9826 cell
1-800-943-4446 24 Hour Service Line
E-mail christopher.lapointe@carrier.utc.com

Contact Name Rick Renaud
Account YPSILANTI COMMUNITY HIGH SCHOOL
Phone (734) 972-6973
Site Address 2095 Packard Rd
Ypsilanti, MI, 48197-1833

Estimate Date 01/09/2019

Quote Number 00451609

Job Description York YK-707908 shaft seal replacement

Scope of Work

Request to replace the shaft seal on the following York Chiller:
Model #: YKABABP4CL

Job details are:

Remove refrigerant from chiller and store on job site. Remove covers from D-flange and remove motor coupling. Replace shaft seal using new o-rings. Remove shaft seal pressure regulator and clean. Reassemble coupling. Leak check chiller. Evacuate chiller and recharge with refrigerant that was removed. Manually run oil pump and verify proper shaft seal pressure from regulator.

Note:

We must be able to run pumps to establish flow so that refrigerant can be removed.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

*Carrier not responsible for part delays from vendor.

*Any leaks found and in need of repair will be outside of scope and quoted extra.

*Any refrigerant to be added other than what was originally pulled from chiller will be outside of scope and quoted extra.

*Nothing outside scope.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes:

\$10,360.00 Labor
\$15,560.00 Parts
\$ 2,030.00 Trip/Consumables
\$27,950.00 Total

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Christopher LaPointe

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or

refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the

presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored

and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing

data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDITION, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No

modification to this Agreement shall be binding unless in writing and signed by both parties.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

RICK SNYDER
GOVERNOR

SHEILA A. ALLES
INTERIM STATE SUPERINTENDENT

MEMORANDUM

DATE: September 27, 2018

TO: Local and Intermediate School District Superintendents
Public School Academy Directors

FROM: Kyle L. Guerrant, Deputy Superintendent

SUBJECT: Competitive Bid Threshold, FY 2019

The purpose of this letter is to communicate changes to the base amount above which competitive bids must be obtained for remodeling, procurement of supplies, materials, and equipment. Sections 623a, 1267, and 1274 of the Revised School Code establish a base above which competitive bids must be obtained and provide for an increase in the base that corresponds with increases in the Consumer Price Index (CPI). The fiscal year 2018-2019 base for Section 1267, pertaining to construction, renovation, repair, or remodeling and the new base for Sections 623a and 1274, pertaining to procurement of supplies, materials, and equipment, is \$24,459.

Our analysis shows that the average CPI for the 12-month period ending August 31, 2017 was 243.39. The similar average for the 12 months ending August 31, 2018 was 249.28, a percentage increase of 2.42%. Therefore, the fiscal year 2017-2018 base of \$23,881 for Sections 623a, 1267, and 1274 items increases by \$578 to \$24,459 ($\$23,881 \times 1.0242$) for fiscal year 2018-2019.

Section 620(1) of the Revised School Code [MCL 380.620(1)] establishes a base above which travel expenses paid with intermediate funds must be posted to the ISD website. Section 620(1) provides for an increase in the base that corresponds with increases in the CPI. For fiscal year 2018-19, the base amount for travel increases by \$95 to \$4,001 ($3,906 \times 1.0242$).

There are changes to the limits on the value of awards given by an ISD to an employee, volunteer, or pupil, as well as the value above which an ISD administrator may not accept a gift from a vendor or potential vendor. Section 634 places an upper limit on the value of awards given by an ISD to an employee, volunteer, or pupil, as well as the value above which an ISD administrator may not accept a gift from a

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vendor or potential vendor. The fiscal year 2017-18 cap of \$133 for awards increases to \$137 and the cap of \$57 for gifts increases to \$59 due to the increase in the average CPI.

Please note that all of the thresholds and caps mentioned in this communication are effective as of this date and are in effect until the next communication revises them.

If you have any questions, please contact Phil Boone, Office of State Aid and School Finance, at 517-335-4059 or boonep2@michigan.gov.

Item	Section	Requirement	Base Amount	2005-06 Base	2016-17 Thresholds	2017-18 Thresholds	2018-19 Thresholds
ISD Travel expenditures	620	Posting	\$3,000	\$3,093	\$3,830	\$3,906	\$4,001
ISD Procurement of supplies, materials, and equipment	623a	Comp. Bid	\$17,932	\$18,489	\$23,416	\$23,881	\$24,459
ISD Award value limit	634, 1814	Award Cap	\$100	\$105	\$130	\$133	\$137
ISD Gift value limit (monthly)	634	Gift Cap	\$44	\$46	\$56	\$57	\$59
School building construction, addition, renovation, or repair	1267	Comp. Bid	\$17,932	\$18,915	\$23,416	\$23,881	\$24,459
School District or PSA Procurement of supplies, materials, and equipment	1274	Comp. Bid	\$17,932	\$18,489	\$23,416	\$23,881	\$24,459

cc: Michigan Education Alliance

Enclosure #6B.iii
APPROVAL OF LEASE AGREEMENT FOR CHAPELLE SCHOOL
Washtenaw Promise
Meeting of 2/25/2019
Presented by Steven Burgess
Prepared by Paula Gutzman

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

Rationale/Background Information

Attached is a newsletter from the Washtenaw Promise for your review. This group wishes to rent room space at Chapelle School for the operation of their program. Attached is a proposed lease.

Term of Lease: March 1, 2019 - February 28, 2020

Proposed Motion

" move that the Board of Education approve the lease with Washtenaw Promise for a room rental at Chapelle School for the operation of their program, with a lease period of March 1 – February 28, 2020."

Budget Impact: ☐ None ☒ As follows:

\$335/month, including utilities for a lease period of 12 months

Attachments:

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

Washtenaw Promise NEWSLETTER

Belief in the future. For every child.

Progress In Our First Year

HAPPY NEW YEAR and welcome to Washtenaw Promise's first newsletter of 2019. Last year, we made significant progress as a young organization with a mission of increasing educational opportunity for the children of Ypsilanti and supporting them in realizing their extraordinary potential.

TO DATE, WE HAVE FOCUSED ON THREE OBJECTIVES:

- Designing and implementing new, data-driven programs to fill gaps and leverage the best of what is working now
- Facilitating new partnerships and collaborations
- Expanding communication and data-sharing among people doing this critical work

We are grateful for the passion, support, and assistance of our Governing and Stewardship Boards, volunteers and contributors, supporters and partners within the Ypsilanti community, and many people in the larger Washtenaw County community.

Please read more below about what we have accomplished to date and our plans for 2019. Our February newsletter will report on how we continue to accelerate change in our community for kids in need. We hope to join with you to provide every child with a path to a promising future. Please visit us at www.washtenawpromise.org

Tim Wilson,
Executive Director



A Look Back At 2018

In our first year, Washtenaw Promise had five significant accomplishments



We planned and began to implement five community collaborative programs (*See the article on page 2*) to target needs of underserved children.



We began extensive evaluation and sharing of data regarding Ypsilanti and its educational challenges.



We completed first steps in organization development: secured office space, administrative support, an initial team of volunteers, and funds to substantially support our first year of operations.



We built foundational relationships with over 40 nonprofits and community organizations.



We developed strong partnerships with Ypsilanti Community Schools (YCS).

What's In Store For 2019?

Bringing Ypsilanti's First Mentoring/ Family Advocacy Program To Preschools

In January 2019, our "Big Friends" program will bring a first cohort of eight mentors to Ypsilanti preschools. Partners include YCS, Foundations Preschool, Bottles-N-Backpacks, other private preschools, and an advisory group of community educators and experts in early childhood education. This year, we hope to

see the program grow to provide mentors in virtually all Ypsilanti preschools seeking additional support for young children and families in need. Our mentors will offer consistent, individualized support to children and act as family advocates, helping connect parents with support services in the community.



Offering More Stem Education To YCS

In 2019, Washtenaw Promise will help secure new resources for the District, to support greater opportunity for science, technology, engineering, and mathematics (STEM) education into Ypsilanti Middle School and all elementary schools. Plans are underway to leverage

the proven success of the YCS High School STEMM Middle College (with an additional M for manufacturing), securing new funds to expand FIRST Robotics programs. This will allow the creation of up to 12 new FIRST Robotics teams in our schools by fall.

Determining The Feasibility Of A Community & Education Center For Underserved Children And Families

Washtenaw Promise continues to explore the feasibility of developing a renovated or new facility in Ypsilanti, to offer comprehensive educational opportunities and support services to children and families in need. We have identified multiple potential partners, including WISD, YCS, and a host of non-profits, including the Ann Arbor Y and other organizations now successfully providing services in the community. WP will help evaluate a community center component with wrap-around support services. In addition, we will explore the feasibility of an education center that will bring the proven success of Robotics and STEM programs to students of all ages, expanding educational opportunities for hundreds of Ypsilanti children.

Supporting The HAP Program: High School Students As Peer Mentors And Health Ambassadors

The Health Ambassador Program (HAP) at Ypsilanti Community High School will grow in 2019, facilitated by Washtenaw Promise. We will add a second cohort of students to our team of ambassadors. They will develop workshops and presentations to fellow students, and serve as mentors and sources of information on critical health issues such as sexual health, suicide prevention, and substance abuse.



Developing an Association of Ypsilanti Preschools

Supported by our database initiative and a task force of early childhood educators and experts, this winter, Washtenaw Promise will sponsor and promote a new collaborative association of preschools. We are partnering with WISD, Childcare Network of Washtenaw County, YCS, Foundations Preschool, and others. We will invite every preschool in Ypsilanti to join in the discussions. Meetings will begin in February. Our initial objective is to find common ground, as we share resources and ideas to promote enrollment, staffing, marketing, growth, and sustainability.

Look to the February newsletter for more news about Washtenaw Promise. We are accelerating change in our community for kids in need. We hope to join with you in a community that provides every single child with a path to a promising future. Visit us at www.washtenawpromise.org

Expense Escalation Lease, Multitenant Building

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

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

- a. Lease Date means March 1, 2019.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice & Payment Address means 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means Washtenaw Promise.
- e. Tenant Notice Address means 111 S. Wallace Street, Ypsilanti, MI 48197.
- f. Premises means Room 109. As identified on the attached building map, Highlighted in Yellow, for a total square footage of 420 square feet.
- g. Building means the Chapelle Elementary School Building located at 111 S Wallace Blvd, Ypsilanti, MI 48197.
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means 420 rentable square feet, which does not include an allocated percentage of the common areas. Rental Rate is \$9.00 per square foot.
- j. Term means one Lease Year.
- k. Lease Year means the period beginning on March 1, 2019, and ending on February 28, 2020.
- l. Commencement Date means March 1, 2019.
- m. Expiration Date means February 28, 2020.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$3,780.
- p. Monthly Installment of Base Rent means \$315. Monthly installment of calculated utilities = \$20. Total rent and utilities payment per month is \$335.
- q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Addendum 1, including the following:

q1. Maintenance Expenses (e.g. doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, ceiling tiles etc.)

q2. Utilities (approximately 0.8% of the average of electric, gas, sewer and water calculated from 2013 – 2015, i.e. \$29,850 = \$240.00 annually or \$20 monthly)

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

r. Proportionate Share means 0.80% not to exceed \$300 annually.

s. Base Year means 2019.

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

u. Security Deposit means an additional \$335.

v. Designated Use means General Office Procedures and Administration in room 109.

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

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

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

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant. Landlord agrees to give the tenant the 90 days of intent to exercise its right described in this section for areas in the building that are leased by the tenant. No such notice need be given in areas of the building that are not leased by the tenant.

3. Term. The Term means 12 months. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. Annual Base Rent. Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates

in writing. Any Rent that is not received within **30** days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. Maintenance Expenses. Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. 0.80% of maintenance expenses for equipment that services the tenants leased premises not to exceed \$300 annually. Additionally tenant is responsible for 100% of maintenance expenses for repairs to the leased premises it occupies. Cost for prorated repairs will be due net 30 days after invoice.

6. Liens. Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Landlord and Tenant will negotiate and define any substantial structural alterations prior to undertaking such changes. Any alterations to the Premises must comply with the Americans with Disabilities Act of 1990.

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

7. Services. Landlord will furnish heat and air-conditioning during normal business hours (**6:00 a.m. to 8:00p.m.**, Monday through Friday, and Saturday & Sunday 6a.m. to 5 p.m.; electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Cleaning will be performed once per week of common areas. If greater frequency is desired tenant may choose to supplement the cleaning but must do so at its own expense.

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

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

8. Holding over. If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole

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

9. Quiet enjoyment. Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants upon 24-hour notice.

10. Use of the Premises. The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its reasonable discretion.

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

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

12. Limitations on Landlord's liability. The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

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

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

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

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

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

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

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

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

14. Fire or other casualty. Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 30 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 30 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing

after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty. Tenant may terminate this lease if the premises are damaged and destroyed and cannot be used for an extended period of time beyond 30 days.

15. Assignment and subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant may only operate under one business entity. Multiple business entities – regardless of ownership – will be deemed a sublet.

16. Subordination and estoppel certificates. At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

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

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

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

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

17. Security deposit. Within 1 day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Tenant, without interest, within 30 days after Tenant's surrender of the Premises in accord with this Lease.

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

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

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

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

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

19. Condition on Expiration. On Expiration, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant will surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant.

20. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing or emailed to tenant. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

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

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not an election of remedies or a waiver of any other right or claim. The

use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

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

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

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

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

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

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

LANDLORD

By _____

Its _____

Dated: _____

TENANT

By _____

Its _____

Dated: _____

Enclosure #6B.iv
APPROVAL OF LEASE AGREEMENT FOR CHAPELLE SCHOOL
Washtenaw ISD: Early On & Family Services
Meeting of 2/25/2019
Presented by Steven Burgess
Prepared by Paula Gutzman

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

Rationale/Background Information

The Washtenaw Intermediate School District | Early On & Family Services provide specialized services to assist in the development of children. This group wishes to rent space at Chapelle School for the operation of their program. Attached is a proposed lease.

Term of Lease: March 1, 2019 - July 31, 2020

Proposed Motion

“ move that the Board of Education approve the lease with the Washtenaw ISD’s Early On & Family Services for a room rental at Chapelle School for the operation of their program, with a lease period of March 1, 2019 – July 31, 2020.”

Budget Impact: ☐ None ☒ As follows:

\$683/month: total rent and utilities

Attachments:

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

Expense Escalation Lease, Multitenant Building

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

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

- a. Lease Date means March 1, 2019.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice & Payment Address means 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means Early On and Family Services Washtenaw Intermediate School District.
- e. Tenant Notice Address means 111 S. Wallace Street, Ypsilanti, MI 48197.
- f. Premises means Room 120. As identified on the attached building map, Highlighted in Yellow, for a total square footage of 859 square feet.
- g. Building means the Chapelle Elementary School Building located at 111 S Wallace Blvd, Ypsilanti, MI 48197.
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means 859 rentable square feet, which does not include an allocated percentage of the common areas. Rental Rate is \$9.00 per square foot.
- j. Term means one Lease Year.
- k. Lease Year means the period beginning on March 1, 2019, and ending on July 31, 2020.
- l. Commencement Date means March 1, 2019.
- m. Expiration Date means July 31, 2020.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$7,728
- p. Monthly Installment of Base Rent means \$644. Monthly installment of calculated utilities = \$39. Total rent and utilities payment per month is \$683.00.
- q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Addendum 1, including the following:

q1. Maintenance Expenses (e.g. doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, ceiling tiles etc.)

q2. Utilities (1.56% of the average of electric, gas, sewer and water calculated from 2013 – 2015, i.e. \$29,850 = \$466.00 annually or \$39 monthly)

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

r. Proportionate Share means 1.56% Not to exceed \$300 annually.

s. Base Year means 2019.

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

u. Security Deposit means an additional \$683.

v. Designated Use means General Office Procedures and Administration in rooms 120.

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

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

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

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant. Landlord agrees to give the tenant the 90 days of intent to exercise its right described in this section for areas in the building that are leased by the tenant. No such notice need be given in areas of the building that are not leased by the tenant.

3. Term. The Term means 18 months. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. Annual Base Rent. Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates

in writing. Any Rent that is not received within **30** days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. Maintenance Expenses. Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. 1.56% of maintenance expenses for equipment that services the tenants leased premises not to exceed \$300 annually. Additionally tenant is responsible for 100% of maintenance expenses for repairs to the leased premises it occupies. Cost for prorated repairs will be due net 30 days after invoice.

6. Liens. Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Landlord and Tenant will negotiate and define any substantial structural alterations prior to undertaking such changes. Any alterations to the Premises must comply with the Americans with Disabilities Act of 1990.

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

7. Services. Landlord will furnish heat and air-conditioning during normal business hours (**6:00** a.m. to **8:00p.m.**, Monday through Friday, and Saturday & Sunday 6a.m. to **5** p.m.; electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Cleaning will be performed once per week of common areas. If greater frequency is desired tenant may choose to supplement the cleaning but must do so at its own expense.

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

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

8. Holding over. If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole

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

9. Quiet enjoyment. Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants upon 24-hour notice.

10. Use of the Premises. The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its reasonable discretion.

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

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

12. Limitations on Landlord's liability. The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

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

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

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

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

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

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

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

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

14. Fire or other casualty. Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 30 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 30 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing

after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty. Tenant may terminate this lease if the premises are damaged and destroyed and cannot be used for an extended period of time beyond 30 days.

15. Assignment and subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant may only operate under one business entity. Multiple business entities – regardless of ownership – will be deemed a sublet.

16. Subordination and estoppel certificates. At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

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

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

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

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

17. Security deposit. Within 1 day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Tenant, without interest, within 30 days after Tenant's surrender of the Premises in accord with this Lease.

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

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

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

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

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

19. Condition on Expiration. On Expiration, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant will surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant.

20. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing or emailed to tenant. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

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

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not an election of remedies or a waiver of any other right or claim. The

use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

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

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

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

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

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

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

LANDLORD

By _____

Its _____

Dated: _____

TENANT

By S. A. Mangel -

Its Superintendent -

Dated: 1/25/19 -

Prepared by Paula Gutzman

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

Rationale/Background Information

The hire of Mary Barbara Thornton Smith, Ed.D. as our Interim Principal at Ypsilanti Community Middle School is presented for Board consideration. Dr. Smith's proposed agreement would have an expiration date of June 14, 2019. This agreement is on a day-to-day basis, with an amount paid "per day".

Proposed Motion

" move that the Board of Education approve the Letter of Agreement with Dr. Mary Brenda Thornton Smith to serve as Interim Principal at Ypsilanti Community Middle School on a day-to-day basis with an amount paid "per day" - and - an agreement expiration not to extend beyond June 14, 2019."

Budget Impact: ☐ None ☒ As follows:
General Fund

Attachments:

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

MARY BRENDA THORNTON SMITH, ED.D.

Education:

Doctorate of Education. Vocational & Applied Arts Education, 1982

(Curriculum and Administration Focused)

Wayne State University, Detroit, Michigan

Published Study: Development of a Competency-Based Education (CBE) Clerk-Stenographic Program

Education Specialist. Vocational & Applied Arts Education, 1979

Minor(s): Instructional Technology & Business Administration

Wayne State University, Detroit, Michigan

Master of Arts. Secondary Education, 1973

Minor: Business Education, Eastern Michigan University, Ypsilanti, MI

Bachelor of Science. Business Education, 1971

Minor: Language Arts, Ferris State University, Big Rapids, Michigan

Additional Studies/Certification: Administrative Certification, Central Office Certification,

Marygrove University and Madonna University; Vocational Endorsement, Eastern Michigan University

Work Experience:

2005 – 2010 Riverside Preparatory Middle College Academy, Alternative Education, DPS Contract School

Principal, Supervised staff of 30 instructors and support staff with student population of 150-190

Educational Leader and Supervisor

Curriculum Developer and Manager

1995 – 2005 Mackenzie High School, Detroit Public Schools

Assistant Principal

Curriculum Developer

Supervisor of Instruction

2003 – Damon J. Keith Elementary/Middle, Summer School Principal

1985 – 1995 Mackenzie High School, Detroit Public Schools

Department Head, Business Education Department & Fine Arts Department

Educational Leader and Supervisor

Curriculum Developer and Manager

Supervisor of Instruction

1977 – 1985 Central High School, Detroit Public Schools

Business Education Instructor

1983-1985 – Central High School, Union Representative

1976 – 1977 Mumford High School, Detroit Public Schools

Language Arts Instructor

1971 – 1976 Denby High School, Detroit Public Schools

Business Education Instructor

Labor Donated

Other Experiences: Language Arts Department, Tutor, South University, Novi, Michigan, 2017
Consultant to the Detroit Compact Program, Detroit Public Schools, IBM Corporation

Special Activities: Curriculum Developer (Performance-Based Education)
Manufacturing Technology Program and Office Technology and Production Program

Tech Prep Coordinator * Co-Chaired Tech Prep Conferences, Detroit, MI

School-to-Work Coordinator * Proposal Writer, Recipient of BS&T, School-to-Work and
Tech Prep Program awards of financial funding and/or equipment

School Liaison, State of Michigan/Detroit Compact * Student Job Shadowing Program

School Improvement Team – Member/Coordinator

References Available upon request

Accounting Supervisor
Meeting of 2/25/2019
Presented by Sue McCarty
Prepared by Paula Gutzman

☐ **Discussion**
☒ **Action – Roll Call**
☐ **Action – Voice**
 Ayes _____
 Nays _____

The hire of Barbara Boone as our Accounting Supervisor is presented for Board consideration. Ms. Boone, a new hire, will replace our accounting supervisor, who recently retired.

Proposed Motion

" move that the Board of Education approve the administrative contract with Barbara Boone to serve as Accounting Supervisor with contract service dates of March 4 – June 30, 2019."

Budget Impact: ☐ None ☒ As follows:
General Fund

Attachments:

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

Barbara A. Boone

EDUCATION

Cleary University, Howell, MI

Bachelor of Business Administration

Expected Completion Date: **August 2017**

Profile

Motivated, personable professional technically skilled in accounting processes. Diplomatic and tactful with professionals at all levels. Accustomed to handling sensitive, confidential information. Demonstrated history of using hands on, detail-oriented approach in completing assignments. Quickly assist the needs of vendors, contractors and employees when problems arise and deliver an ideal and logical solution. Strong interpersonal skills; ability to interact with vendors, customer and individuals at varying levels within an organization. Recognized as a hard worker who is driven to exceed performance targets and contribute to organizational demands with strong vendor/customer relations and superior communication skills.

Knowledge and Skills Summary

- | | | |
|---|---|--|
| ◆ Microsoft Office Suite | ◆ Analytical and Investigational Skills | ◆ Organizational and Leadership Skills |
| ◆ Specialize in Concur Travel & Expense | ◆ Root Cause Analysis Resolution | ◆ Exceptional Time Management Skills |
| ◆ Oracle, Hubble and Plex | ◆ Verbal and Written Communication Skills | ◆ Strong Process Improvement Knowledge |
-

EXPERIENCE Performance Assembly Solutions, Livonia, MI Accounting Specialist

11/2017

- Providing accounting and clerical support to the accounting department
- Prepare and maintain accounting documents and records
- Daily entry key data of financial transactions in database
- Research, track and restore accounting or documentation problems and discrepancies
- Inform management and compile reports/summaries on activity areas
- Function in accordance with established standards, procedures and applicable laws
- Constantly update job knowledge

U of M Shared Service, Ann Arbor, MI Audit and Assurance Associate

3/2017-11/2017

- Review employee expense reports that others create in Concur.
- Responsible for monitoring and oversight of the UMHS Compliance when auditing Concur reports and Mpathway (Peoplesoft).
- Critically analyze customer service requests and decide how best to proceed.
- Work with other members of the U-M SSC T&E Processing Team to service customers in an organized, timely and effective way.
- Use ServiceLink, the U-M SSC's case/ticket management system

NSF International, Ann Arbor, MI Accounts Payable Specialist/Global Concur Travel and Expense Administrator

10/2006- 3/2017

- Ensure the Accounts Payable department processes and functions are run effectively and efficiently.
- Assist monthly closing of financial records and posting of month end information when needed.
- Coordinate and review reconciliation process with General Accounting to ensure accurate accounting and reimbursements to employee, contractors and vendors payments are timely and accurate.
- Process recurring payables (rent and payroll) for corporate departments.
- Run payments for bi weekly check and ACH runs.
- Analyze and resolve vendor discrepancies and invoice issues.
- Review tax forms provided by vendors meets IRS standards.
- Assist with the issuance of 1099s.
- Assist monthly closing of financial records and posting of month end information when needed. • Mentor and Train.
- Manage the Global Concur Expense and Travel software application including implementing; testing, training and coordinate daily data feeds to and from system applications.
- Implement Concur Travel and Expense globally.
- Perform various audit and financial reporting functions to track T&E spend, policy compliance, and user accuracy.
- Successfully manage US and Canada corporate card program –ordering new credit cards, closing accounts, adjusting credit limits, tracking yearly spend and savings.
- Identify and implement best practices in expense and corporate card programs.
- Provide technical assistance and problem resolution to IT and Accounting dept when analyzing system issues with Concur, Oracle and other systems.

Enclosure #6D.i
**AUTHORIZATION OF REPRESENTATION FOR THE NOMINATION OF
 THE MASB BOARD OF DIRECTORS**
Region 7, Three-Year Term
Meeting of 2/25/2019
Presented by Alena Zachery-Ross
Prepared by Paula Gutzman

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

Rationale/Background Information

Voting for seats on the Michigan Association of School Boards (MASB) Board of Directors is open. MASB is governed by a 19-member Board of Directors, including one director from Region 7. Region 7 includes Ypsilanti Community Schools. Each district is to cast its vote in this year's elections.

Note: Vote Due by Wednesday, March 6, 2019 @ 1:00 p.m.

Proposed Motion

" ... move that the Board of Education authorizes Michigan Association of School Boards (MASB) Delegate Maria Sheler-Edwards to represent Ypsilanti Community Schools and MASB Alternate Delegate Ellen Champagne to serve as an alternate in the upcoming MASB Board of Directors vote. Further, the Board directs them to cast a vote by the March 6, 2019 at 1:00 p.m. deadline for:

(pick one only)

1: Guillermo Z. Lopez, Lansing School District, OR ...

2: Jack Temsey, Pottersville Public Schools

... to serve as Region 7 Board of Directors for a three-year term."

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

Voting Now Open for Seats on the MASB Board of Directors



By [Stacy Bogard](#), CAE,
MASB Assistant Director
of Communications, PR &
Marketing

[Dashboard](#), Jan. 30, 2019

MASB is governed by a 19-member Board of Directors made up of two directors from each of the [eight Regions](#), and one director each from [Groups V, VI and VII](#).

Directors are elected by MASB member districts to serve up to three-year terms. Ballots for four Regions (3, 6, 7 and 8) and Group V recently were distributed via email to superintendent secretaries

for each district to cast its vote in this year's elections, which are due by Wednesday, March 6 at 1 p.m.

According to the MASB Bylaws Article VIII, Section 8, if any nomination for the Board of Directors is unopposed, the Board of Directors shall declare the unopposed candidate elected without conducting an election for the uncontested group or region. This is the case for Region 4 and Group VI. Ruth Coppens from Saginaw ISD will continue to represent Region 4 and Shawna Walker from Wayne-Westland Community Schools will remain as the Group VI Director.

Candidates are listed below; you can [view background information for those who are up for election in this booklet](#). If your district did not receive its ballot or has any questions, please contact Cheryl Huffman at chuffman@masb.org or 517.327.5915.

Region 3 (three-year term)

Kandace Boysen	Mona Shore Public Schools
Katherine Downes Lewis	Grand Rapids Public Schools
John Siemion	Grand Haven Area Public Schools

Region 6 (two-year term)

Dorothy (Dotty) Dilsaver	Pennfield Schools
Donald D. Myers	Harper Creek Community Schools

Region 7 (three-year term)

Guillermo Z. Lopez*	Lansing School District
Jack Temsey	Pottersville Public Schools

Region 8 (three-year term)

Joshua Denzler	Lake Shore Public Schools
Steve Gottlieb	Troy School District
Birgit McQuiston	Lake Orion Community Schools
Darlene Pomponio, Ph.D.	Southgate Community Schools
Angie Smith	Farmington Public Schools
Michael Swiecki	Wyandotte Public Schools

Regina Williams	Harper Woods School District
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Group V (three-year term)

Steve Hyer*	Clarkston Community Schools
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Lisa M. Kreager	Rockford Public Schools
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Martin (Marty) Ray	Grand Blanc Community Schools
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****Incumbent***