



SPECIAL MEETING/Board Workshop
Wednesday, April 24, 2019 | 6:30 – 8:30 p.m. *Meeting #2 of 2*

YCS Board of Education Meeting

YCS Central Office * 1885 Packard Road * Ypsilanti, MI 48197 * (734)221-1230

AMENDED AGENDA

I. CALL TO ORDER | PLEDGE OF ALLEGIANCE

II. ACCEPTANCE OF *AMENDED* AGENDA

III. PUBLIC COMMENTS

IV. EQUITY & INCLUSION

Dorinda J. Carter Andrews, Ed.D.
Associate Dean for Equity and Inclusion
Associate Professor, Department of Teacher Education
Core Faculty, African American and African Studies Program
Co-Editor, Journal of Teacher of Education
MICHIGAN STATE UNIVERSITY

V. **APPROVAL OF LEASE, UniteSTEM (Enc.)*

VI. **APPROVAL OF OVERNIGHT FIELD TRIP, YCHS Robotics (Enc.)*

VII. OTHER

VIII. BOARD/SUPERINTENDENT COMMENTS

IX. ADJOURNMENT

*Action Item

Enclosure
APPROVAL OF LEASE FOR CHAPELLE

UniteSTEM Labs LLC

Meeting of 4/24/2019

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	Gillian Ream Gainsley	Ellen Champagne	Sharon Lee	Meredith Schindler	Maria Sheler-Edwards	Celeste Hawkins
	1 st /2 nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

UniteSTEM Labs LLC provides STEM supplemental educational support to elementary and middle school age students. UniteSTEM will support our students by providing services for summer school 2019.

UniteSTEM has requested to rent 5,074 square feet of space at the Chapelle school. Rooms to be leased are included in the lease at rates of \$10 or \$8 per square foot, plus a proportionate cost of utilities. The monthly installment of base rent is \$3,942 and the monthly installment of calculated utilities is \$229.

Proposed Motion

" move that the Board of Education approve the lease for space at Chapelle school with UniteStem Lab LLC for a total monthly rental of \$4,171, with a commencement date of July 1, 2019 and an expiration date of June 30, 2020, or, June 30, 2021 should the tenant exercise its right to extend an additional year."

Budget Impact: ☐ None ☒ As follows:

Annual Base Rent \$47,312: General Fund

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 July 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 **UniteStem Lab LLC.**
- e. Tenant Notice Address means PO Box 663, Lakeland, MI 48143.
- f. Premises means Rooms 107, 111, 116, and 118. As identified on the attached building map, Highlighted in Yellow, for a total square footage of 3360 square feet at \$10 per square foot and 1714 at \$8 a square foot.
- 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 5,074 rentable square feet, which does not include an allocated percentage of the common areas. Rental Rates are identified above.
- j. Term means one Lease Year with an option to renew for an additional year, such option requires a one month notice by tenant in writing prior to the end of the first lease year.
- k. First Lease Year means the period beginning on July 1, 2019, and ending on June 30, 2020.
- l. **Commencement Date means July 1, 2019.**
- m. **Expiration Date means June 30, 2020, or June 30, 2021 should tenant exercise its right to extend an additional year.**
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$47,312.
- p. Monthly Installment of Base Rent means \$3,942. Monthly installment of calculated utilities = \$229. Total rent and utilities payment per month is \$4,171.00.
- q. Additional Rent means the reimbursement of all expenses paid or incurred by

Landlord in connection with the leased space identified on Exhibit 1, including the following:

q1. Maintenance Expenses (e.g. doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, and required fire inspections.) This expense shall be capped at \$500 per month and a cumulative lease term total not to exceed \$6,000.

q2. Utilities (8.1% of the average of electric, gas, sewer and water calculated from 2013 – 2015, i.e. \$29,850 = \$2,758 annually or \$229.00 monthly)

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

r. Proportionate Share means 9%.

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 \$4,000 to be paid on July 1, 2019.

v. Designated Use means education and all other legally allowable purposes.

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

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

2. **Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date. If Landlord fails to deliver possession tenant may terminate the less. Landlord agrees to remodel three restrooms adjacent to leased space, empty contents of the offices, install directory signage, and replace ceiling tiles.

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

3. **Term.** The Term means 1 Lease Year. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. Annual Base Rent. Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Rent that is not received within **30** days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. Maintenance Expenses. Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. 9% of maintenance expenses for equipment that services the tenants leased premises and 100% of maintenance expenses for repairs to the leased premises it occupies, subject to the cost cap described in Section 1 subsection q. Cost for repairs will be due net 30 days after invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Assignment and subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

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

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

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

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

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

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

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

Landlord has the power to terminate this Lease and evict Tenant upon the occurrence of a Default. Landlord will exercise this power by the delivery of a notice of termination. The termination is effective on the 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.

APPROVAL OF OVERNIGHT FIELD TRIP, YCHS Robotics

Meeting of 4/24/2019

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	Gillian Ream Gainsley	Ellen Champagne	Sharon Lee	Meredith Schindler	Maria Sheler- Edwards	Celeste Hawkins
	1 st /2 nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

This Ypsilanti Community High School Robotics overnight field trip is scheduled for April 24 – 27, 2019. Their leave date is the date of this meeting. Approval of this trip is being requested at our April 24th Board meeting. Superintendent Zachery-Ross will share additional details with the Board of Education.

Re: FIRST World Championship

Trip Requested By: Dan Schunck, YCHS Teacher & STEMM Lead Teacher/Mentor

Class: Ypsilanti Community High School Robotics

Destination: Cobo Hall & Ford Field; Detroit, MI

Trip Date: April 24 – 27, 2019

See attached Field Trip Request Form for additional details.

Proposed Motion

" move that the Board of Education approve the overnight field trip of Ypsilanti Community High School Robotics to Cobo Hall and Ford Field in Detroit from April 24 – 27, 2019."

Budget Impact: ☐ None ☒ As follows:

State of Michigan Robotics Grant, Robotics Student Account/Fundraising

Attachments:

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



Ypsilanti Community Schools
Field Trip Request Form

2340 F1

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

Name: Dan Schunck School/Class: YCHS Robotics

Request Date: 4/17/19 Trip Date: Apr. 24-27 Number of Students: 30

Trip Destination: SVSU, Saginaw, Michigan

Purpose of trip: FIRST World Championship Competition

Details about cost: Transportation, food, lodging

Account or funding source for trip: State of Michigan Robotics Grant, Robotics Student Account / Fundraising

Will subs be needed? Yes Account for subs: _____

How this trip fits with the curriculum: The robotics team supports the STEMM Middle College Mission.

Number of Staff/Chaperones: 2 staff / 10 total chaperones

<u>Chaperone Name (If Available)</u>	<u>Relationship to Students</u>	<u>Phone Number</u>
<u>D. Scott Heister</u>	<u>Former Director</u>	
<u>Dan Schunck</u>	<u>Staff.</u>	
<u>Tim Hollenbeck</u>	<u>Staff</u>	
<u>Mark Wilde</u>	<u>none</u>	
<u>Beth Darnell</u>	<u>Parent</u>	
<u>Peter Henning</u>	<u>Alumni</u>	
<u>Chris Lesser</u>	<u>Alumni</u>	
<u>Pauline Lesser</u>	<u>Alumni</u>	
<u>Travis Greer</u>	<u>Alumni</u>	
<u>Joel Hurd</u>	<u>Alumni</u>	

Specific learning objectives to be accomplished: The FIRST Mission: Our mission is to inspire young people to be science and technology leaders, by engaging them in exciting mentor-based programs that build science, engineering and technology skills, that inspire innovation, and that foster well-rounded life capabilities including self-confidence, communication, and leadership.

Student outcomes and learning as a result of taking this trip: Develop more resilient students who are better leaders and problem-solvers. These competitions also support the Mission of the STEMM Academy: to prepare students to excel in a diverse, information-based technologically advanced and ever changing society.

Course/Class curriculum, big ideas, or essential questions enforced: See STEMM Middle College Mission. Aligns also with Understanding by Design, which has been adopted as the teacher/learning style of the STEMM Academy.

Pre-Trip lessons/activities: 6 Week-long Build Season

Follow-Up lessons/activities to reinforce/extend learning: Running a Robotics Camp for the County in July.

RECEIVED

APR 18 2019

YCS Superintendent Office

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

Field Trip Approval

Trip Approved: ☒ Not Approved: ☐ Principal: [Signature] Date: 4-10-19

Trip Approved: ☐ Not Approved: ☐ Superintendent: ☐ Date: ☐

(over)

Transportation Department

(To be completed by the originator of the field trip)

Date of Trip: 4/24-27/19 Destination: Detroit, Michigan - COBO

Departure Time: 12:00 Noon Return Time: 11:00 PM Number of Buses: 0

Certification

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

Date: ☐ Business Office Signature: ☐