



Monday, April 8, 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:

Washtenaw International Middle Academy – Nhu Do, Principal & Jessica Garcia, Assoc. Principal

ACHIEVEMENTS, AWARDS AND RECOGNITION

II. ACCEPTANCE OF AGENDA

III. PUBLIC COMMENTS #1

IV. CONSENT AGENDA (Enc. #4)

- A. March 15-16, 2019 Special Meeting Minutes, *Board Quorum At Conference*
- B. March 18, 2019 Special Meeting Minutes, *Study Session*
- C. March 18, 2019 Closed Session Meeting Minutes
- D. March 18, 2019 Regular Meeting Minutes
- E. March 19, 2019 Special Meeting, *Board Workshop*
- F. Retirees, New Hires & Resignations

V. ACTION ITEMS

A. Student Affairs

- i. District-Wide Calendar Consideration, *2019/20* (Enc. #5A.i)
- ii. ACCE Middle School Pilot Program Consideration (Enc. #5A.ii)
- iii. Field Trip: *YCHS Robotics* (Enc. #5A.iii)

B. Business & Finance

- i. RFP: Student Transportation (Enc. #5B.i)
- ii. Tyler Technologies, *Transportation Operations* (Enc. #5B.ii)
- iii. Donation: *Toyota, Donor* (Enc. #5B.iii)
- iv. Lease: PIC Food Safety & Staffing (Enc. #5B.iv)

C. Human Resources

- i. Superintendent (Enc. #5C.i)
- ii. Assistant Superintendent (Enc. #5C.ii)

VI. PRESENTATION: Education Project - *Marquan Jackson, YCS McKinney-Vento Liaison* (Enc. #6)

VII. PUBLIC COMMENTS #2

VIII. OTHER

IX. BOARD/SUPERINTENDENT COMMENTS

X. ADJOURNMENT

Enclosure #4
APPROVAL OF CONSENT AGENDA
Meeting of 4/8/2019
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

a. Consent Agenda

1. March 15-16, 2019 Special Meeting Minutes, *Board Quorum Attendance @ Workshop*
2. March 18, 2019 Special Meeting Minutes, *Study Session*
3. March 18, 2019 Closed Session Meeting Minutes
4. March 18, 2019 Regular Meeting Minutes
5. March 19, 2019 Special Meeting Minutes, *Board Workshop*
6. New Hires
7. Resignations
8. Retirements

Proposed Motion

" move that the Board of Education approve the following minutes:

- 1) March 15 – 16, 2019 special meeting;*
- 2) March 18, 2019 special meeting;*
- 3) March 18, 2019 closed session meeting;*
- 4) March 18, 2019 regular meeting;*
- 5) March 19, 2019 special meeting, and;*
- 6) the personnel matters as per the attached list dated April 1, 2019: New Hires, Resignations and Retirement."*

Budget Impact: ☐ None ☒ As follows:

Human Resources List: Most are Replacements; New Hire: TBD

Attachments:

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

Closed Session Minutes



MINUTES: SPECIAL MEETING | Board Member Attendance at Conference
Friday - Saturday, March 15 - 16, 2019

MEMBERS OF THE BOARD OF EDUCATION PRESENT (Board Quorum)

President Dr. Celeste Hawkins, Vice-President Brenda Meadows, Treasurer Gillian Ream Gainsley, Trustee Sharon Lee

The above-mentioned Board Members and our Superintendent attended the following conference:

(MI Excel) Blueprint Board Member Series, Leading Systemic Reconfiguration, The Board Series

Meeting Location

Crowne Plaza Lansing West
925 S. Creyts Road | Lansing, MI 48917

Friday, March 15, 2019: 6:00 – 8:30 p.m.

Saturday, March 16, 2019: 7:30 a.m. – 2:00 p.m.

Purpose: Board Level Professional Learning

Date Approved: _____

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

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MINUTES: SPECIAL MEETING/STUDY SESSION OF THE BOARD OF EDUCATION

Monday, March 18, 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 5:35 p.m.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

President Dr. Celeste Hawkins, Vice-President Brenda Meadows (5:55 arrival), Secretary Maria Sheler-Edwards (5:51 arrival), Treasurer Gillian Ream Gainsley, Trustee Ellen Champagne, Trustee Meredith Schindler

MEMBERS OF THE BOARD OF EDUCATION ABSENT

Trustee Sharon Lee

ACCEPTANCE OF **AMENDED** AGENDA: Agenda amended as follows - **ADD:** Closed Session Section

8(h) OMA, Attorney-Client Privilege

Motion by Schindler, supported by Gainsley

Action Recorded: 4/Yes; 0/No

PUBLIC COMMENTS

Greta Furlong, Cheyenne Taylor and Carol Gannon commented on the work of ACCE Middle School.

(Sheler-Edwards arrival @ 5:51 p.m.)

(Meadows arrival @ 5:55 p.m.)

ACHIEVING COLLEGE & CAREER EDUCATION (ACCE) MIDDLE SCHOOL CONSIDERATION FOR 2019/20

ACCE Dean of Students Kier Ingraham, ACCE Principal Jonathan Royce and ACCE staff member Patricia Stevenson-McGee facilitated this session. Case studies were presented to support the request to continue the ACCE Middle School program for 2019/20 and beyond.

ADDED ITEM: RECESS TO CLOSED SESSION - Section 8 (h) OMA, Attorney-Client Privilege

MOTION TO convene in closed session under Section 8(h) of the OMA, Attorney-Client Privilege, for the purpose of discussing a confidential written opinion of counsel.

Motion by Schindler, supported by Champagne

Roll Call Vote: 6/0 Yes

Yes: Meadows, Ream Gainsley, Champagne, Schindler, Sheler-Edwards, Hawkins

The meeting was called to closed session at 6:04 p.m. The meeting reconvened to open session at 6:51 p.m.

BOARD SUBCOMMITTEE REPORTS: None

OTHER: None

BOARD/SUPERINTENDENT COMMENTS: None

Meeting Adjourned: 6:52 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, March 18, 2019

The meeting was called to order by President Dr. Celeste Hawkins at 6:56 p.m. The Pledge of Allegiance was recited, led by Beatty Early Learning Center students and teachers.

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 Meredith Schindler

MEMBERS OF THE BOARD OF EDUCATION ABSENT

Trustee Sharon Lee

ACHIEVEMENTS, AWARDS AND RECOGNITION

Beatty ELC Points of Pride included: 1) March Dadsness; 2) Collaboration with Detroit TV/PBS; 3) New Gardening Program; 4) March is Reading Month; 5) Backpack Program; 6) Family Dance Party, and; 7) Monthly Parent Meetings.

ACCEPTANCE OF AMENDED AGENDA: "Amended agenda" amended as follows – **Table:** 1) Request for Closed Session: Section 8(h) OMA, Attorney-Client Privilege, and; 2) Reconvene to Open Session.

Motion by Schindler, supported by Champagne

Action Recorded: 6/Yes; 0/No

PRESENTATIONS

District Calendar Consideration, 2019/20: This session was facilitated by committee members: Ford Early Learning Center Principal Jeanina Harris, Ypsilanti Community High School Principal Cory Gildersleeve, Erickson Elementary Principal Kelly Mickel and Achieving College & Career Education Principal Jonathan Royce. Committee member and Holmes Principal Aaron Rose was not in attendance. Presented were the committee recommendations for 2019/20, along with a request to the Board for the consideration of a timeline for a Collegiate Calendar in 2020/21. Included in the presentation were: 1) the Blueprint Installation Impact; 2) Why Shift Holmes Elementary School and Ford Early Learning Center to a Traditional Calendar; 3) Proposed Timeline; 4) Collegiate and Traditional Calendars.

Lease Proposal, Middle School Kitchen | Willow Run Campus: Colleen Brewer, PIC Food Safety and Staffing led a PowerPoint presentation, along with coworker, Larry. This company is the management company for the Eastern Market's Community Kitchen, among others. Their goal is to provide a "community kitchen", providing the community with space for meetings, special events, cooking classes and more.

Grants Allocations, 2018/19: Priya Nayak, Director of State and Federal Programs led a PowerPoint presentation on the Federal, State and Washtenaw ISD (WISD) Grants allocations and the current financial implications. The Michigan Department of Education has approved all expenditures, though an amendment is not yet complete. Topics included: 1) 2018/19 Federal Grants; 2) Title I Part A – Improving Basic Programs; 3) Title II Part A – Supporting Effective Instruction; 4) Title III Part A – Language Instruction for Immigrant Students; 5) Title IV Part A – Student Support and Academic Enrichment; 6) 2018/19 State Grants, and; 7) 2018/19 WISD Grants.

PUBLIC COMMENTS #1: None

REQUEST FOR CLOSED SESSION: *Section 8(h) OMA, Attorney-Client Privilege: Item Tabled from this Agenda; Moved to Special Meeting on this Date*

APPROVAL OF MEETING MINUTES: *March 11, 2019 Regular Meeting*

MOTION TO approve the March 11, 2019 regular meeting minutes.

Motion by Ream Gainsley, supported by Schindler

Action Recorded: 6/Yes; 0/No

ACTION ITEMS, Human Resources

RESOLUTION: Notice of Administrative Contract Non-Renewal #1

MOTION TO approve the resolution to consider the non-renewal of an administrative contract as recommended by the Superintendent.

Motion by Champagne, supported by Schindler

Roll Call Vote: 6/0 Yes

Yes: Meadows, Ream Gainsley, Champagne, Schindler, Sheler-Edwards, Hawkins

RESOLUTION: Notice of Administrative Contract Non-Renewal #2

MOTION TO approve the resolution to consider the non-renewal of an administrative contract as recommended by the Superintendent.

Motion by Sheler-Edwards, supported by Schindler

Roll Call Vote: 6/0 Yes

Yes: Meadows, Ream Gainsley, Champagne, Schindler, Sheler-Edwards, Hawkins

PUBLIC COMMENTS #2: *None*

OTHER

- *Schindler spoke of review of the calendar against religious holidays.*
- *Sheler-Edwards spoke of the annual transgender flag display on March 31st.*

BOARD/SUPERINTENDENT COMMENTS

- *Meadows commented on her recent time spent in the buildings. She spoke of the visit from U.S. Representative Debbie Dingell at Estabrook.*
- *Schindler spoke of Governor Whitmer's visit to Erickson.*
- *Hawkins commented on Dingell and Whitmer's visits. She also spoke of her attendance, along with Superintendent Zachery-Ross, at the Youth Mapping project (justice system involved youth).*
- *Zachery-Ross shared representatives from the following attended the Youth Mapping meeting: Department of Health and Human Services, Ozone House, schools, community services and law enforcement. Also, a quorum of Board members attended a Blueprint training. To honor March is Reading Month, mention of administrative staff reading books tomorrow (which will be recorded and shared). Comments of the importance of literacy. Governor Whitmer, U. S. Representative Debbie Dingell and Board members reading in the schools sends a message that literacy is a priority.*

Meeting Adjourned: 8:18 p.m.

Date Approved: _____

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

MINUTES: SPECIAL MEETING/WORKSHOP OF THE BOARD OF EDUCATION
Tuesday, March 19, 2019

The **Special Meeting** of the Ypsilanti Community Schools Board of Education was called to order by President Dr. Celeste Hawkins at 6:33 p.m. The Pledge of Allegiance was recited, led by President Hawkins.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

President Dr. Celeste Hawkins, Vice-President Brenda Meadows, Secretary Maria Sheler-Edwards (6:38 arrival), Treasurer Gillian Ream Gainsley, Trustee Ellen Champagne, 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, Director of Business and Finance Edwina Hill, Director of Human Resources Sue McCarty, Director of Facilities & Operations Steven Burgess, Director of State & Federal Programs Priya Nayak, Communications & Marketing Coordinator Taryn Willis. Also in attendance was Turquoise Neal, YCS Installation Facilitator | MI Excel Statewide Field Team.

ACCEPTANCE OF AMENDED AGENDA: Accepted amended as follows: **Add:** 1) Field Trip, and; 2) Closed Session, *if needed* for Superintendent | 8(a) OMA. (NOTE: A closed session was not included in the meeting.)

Motion by Champagne, supported by Schindler

Action Recorded: 6/Yes; 0/No

PUBLIC COMMENTS: None

ADDED ITEM: APPROVAL OF OVERNIGHT FIELD TRIP, YCHS RCTC Auto/Collision

MOTION TO approve the overnight field trip of the Ypsilanti Community High School RCTC Auto/Collision to Grand Rapids, April 5 - 7, 2019.

Motion by Champagne, supported by Meadows

Action Recorded: 6/Yes; 0/No

(Sheler-Edwards arrival @ 6:38 p.m.)

ADDED ITEM @ ACCEPTANCE OF AGENDA | CLOSED SESSION 8(a) OMA, if needed. Item DELETED ITEM FROM MEETING | CLOSED SESSION was not required.

BOARD MONITORING OF DISTRICT PERFORMANCE

Mary Kerwin, Senior Consultant | Michigan Association of School Boards (MASB) facilitated this session. MASB Consultant Deb Macon also participated in the facilitation. Conversation and monitoring for progress of the Superintendent's performance goals. Topics of conversation included: 1) Achievement/Student Growth; 2) Curriculum Audit; 3) Core Curriculum & Supplemental Curriculum, and; 4) Consistent Discipline/Restorative Practices. Also discussion of the following: 1) Blueprint Installation; 2) Instructional Infrastructure; 3) Talent Management; 4) Allocation of Resources; 5) Grants - State, Federal & Washtenaw ISD; 6) Operations and Maintenance, and; 7) Marketing & Communications. Board requests included: #1) Posting of Current Curriculum, as listed on Core Program & Supplemental Programs Spreadsheet, on the website; #2) Finance - a) Assumptions; b) Budget Links to Strategic Plan, and; c) Quarterly Reports on Consolidation Debt; #3) Facilities/Operations - Conversation on facilities audit and the idea of auditing every 5 years, and, the distribution of parent transportation survey to Board members;

#4) Superintendent Performance Goals: Regarding the Install Lobby Level, establishing timeline and targets for each quarterly.

The Board recessed at 8:26 p.m. The meeting reconvened at 8:34 p.m.

BOARD SELF-ASSESSMENT

Mary Kerwin, Senior Consultant | Michigan Association of School Boards (MASB) facilitated this session with Board members. MASB Consultant Deb Macon also facilitated. The session examined Board performance, and, ways to improve their work and continue progress. Conversation included “things the Board does well”, and, “areas for improvement”. The self-assessment is a way to building a strong and more effective Board.

PERFORMANCE MANAGEMENT (BP)

This topic/data was discussed as part of the Board Monitoring of District Performance, listed above.

OTHER: None

BOARD/SUPERINTENDENT COMMENTS

- Meadows commended Mary Kerwin on the smooth process of her facilitation. Recognition of Deb Macon and her interest in our District. The YCS Cabinet team shared good information.
- Hawkins echoed Meadows’ comments. Comments on the progression of the District. Recognition of Zachery-Ross and her work, with a separate mention on communication.
- Superintendent Zachery-Ross spoke of Board members support of March is Reading month; thanks to those who visited schools for activities. U.S. Representative Debbie Dingell and Governor Gretchen Whitmer also visited schools yesterday, touring and reading to students.

Meeting Adjourned: 9:16 p.m.

Date Approved: _____

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

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Board of Education

[illegible]

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

Enclosure #5A.i
APPROVAL OF DISTRICT-WIDE CALENDAR, 2019/20
Meeting of 4/8/2019
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

A District calendar presentation was made at our March 18, 2019 Board meeting. Committee members facilitated the presentation: Ford Early Learning Center Principal Jeanina Harris, Ypsilanti Community High School Principal Cory Gildersleeve, Erickson Elementary Principal Kelly Mickel and Achieving College & Career Education Principal Jonathan Royce. The recommendation of this committee was for Board approval of the district-wide traditional calendar for PreK-12 students in 2019/20.

Proposed Motion

" move that the Board of Education approve the district-wide traditional calendar for PreK-12 students in 2019/20."

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

DRAFT: Traditional Calendar

August 2019 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20 New Hire Boot Camp	21 New Hire Boot Camp	22 New Hire Boot Camp	23	24
25	26 Opening Day PD First Day of Class @WCC	27 District PD	28 Building PD	29 Work in classrooms	30 No School Labor Day Weekend	31
				4 Teacher Days		

3

Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

YCS 2019-2020 Draft Traditional Calendar						
June 2019 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16 Father's Day	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

1

Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

September 2019 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 No School Labor Day Weekend	3 First Day of School Home Visits (PreK)---> *Staff Meetings	4	5	6	7
8	9 First Day of PreK	10	11	12	13	14
15	16	17 *Staff Meetings	18	19	20	21
22	23	24	25	26	27	28
29	30			20 Teacher Days 20 student days (K-12) 13 student days (PreK)		

4

Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

July 2019 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4 Independence Day	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2

Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

December 2019 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 *Staff Meetings	4	5	6	7
8	9	10	11	12	13 WCC Last Day Sem. 1	14
15	16	17 *Staff Meetings	18	19	20	21
22	23 WINTER	24 BREAK	25 Christmas	26	27	28
29	30 WINTER	31 BREAK	15 Teacher Days 15 Full student days (K-12) 12 student days (PreK)			

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

October 2019 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 *Staff Meetings	2	3	4	5
6	7	8	9	10	11 No School PD Day 9-2	12
13	14	15 *Staff Meetings	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31 Halloween		
				23 Teacher Days 22 Full student days (K-12) 19 student days (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

January 2020 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 New Year's Day	2	3	4
5	6 Student Return	7 *Staff Meetings	8	9	10	11
12	13 Classes begin @WCC	14	15	16	17 No School PD Day 9-2	18
19	20 ML King's Day No School	21 Exams (9-12)	22 Exams (9-12)	23 Exams (9-12)	24 Half Day Record (K-12) End of Qtr 2 (44 days)	25
26	27	28 *Staff Meetings	29	30	31	
				19 Teacher Days 17 Full student days (K-8)/14 full student days (9-12) 1 half student day (K-8)/4 half student days (9-12) 15 student days (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

November 2019 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Half Day Record (K-12) End of Qtr 1 (43 days)	2
3	4	5 Election Day No School Half Day Bldg PD/Half Day District PD	6	7	8	9
10	11	12	13 Half Day PTC (PreK-12)	14 Half Day PTC (PreK-12)	15	16
17	18	19 *Staff Meetings	20	21	22	23
24	25	26	27 K-12 Comp Day No School	28 Thanksgiving Day	29 No School	30
				18 Teacher Days 14 Full student days (K-12) 3 half student days (K-12) 11 full student days (PreK) 2 half student days (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

April 2019 Important Information						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
			SPRING BREAK			
5	6 School Resumes	7 *Staff Meetings	8	9	10 No School	11
12 Easter Sunday	13	14	15 Half Day PTC (PreK-12)	16 Half Day PTC (PreK-12)	17 No School PD Day 9-2	18
19	20	21 *Staff Meetings	22	23	24	25
26	27	28	29	30		
				18 Teacher Days 15 Full student days (K-12) 2 half student days (K-12) 14 student days (PreK) 2 half student days (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

February 2020 Important Information						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
		*Staff Meetings				
9	10 NAAPID	11	12	13	14 No School PD Day 9-2	15
16	17 No School Presidents Day	18 *Staff Meetings	19	20	21	22
23	24	25	26	27	28	29
				19 Teacher Days 18 Full student days (K-12) 15 student days (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

May 2020 Important Information						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Last Day WCC	2
3	4	5	6	7	8 Classes Begin@ WCC	9
		*Staff Meetings				
10 Mother's Day	11	12	13	14	15 No School PD Day 9-2	16
17	18 Senior Exams	19 Senior Exams	20 Senior Exams	21 Senior Exams	22 Seniors Last Day	23
		*Staff Meetings				
24	25 No School-Memorial Day	26 PreK home visits	27	28	29	30
31				20 Teacher Days 19 Full student days (K-9) 12 student days (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

March 2020 Important Information						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
		*Staff Meetings				
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24 *Staff Meetings	25	26	27 End of Qtr 3 (42 days) Half Day Record (PreK-12)	28
29	30 SPRING BREAK	31		19 Teacher Days 23 Full student days (K-12) 1 half student days (K-12) 16 student days (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

August 2020 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

June 2020 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9 Exams 9-11	10 Exams 9-11	11 Exams 9-11 Half Day Dismissal	12 Half Day Records Exams 9-11 End of QTR 4 (46 days) Last Day of School	13
14	15	16	17	18	19	20
21 Father's Day	22	23	24	25	26	27
28	29	30		10 Teacher Days 8 Full student days (K-8)/6 full student days (9-11) 2 half student day (K-8)/4 half student days (9-11) 7 full student days (PreK) 1 half student day (PreK)		

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

September 2020 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 Labor Day	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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Calendar Template by www.calendarlabs.com

DRAFT: Traditional Calendar

July 2020 <small>Important Information</small>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4 Independence Day
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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Calendar Template by www.calendarlabs.com

Enclosure #5A.ii
ACCE MIDDLE SCHOOL PILOT PROGRAM CONSIDERATION, 2019/20
Meeting of 4/8/2019
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	Gillian Ream Gainsley	Ellen Champagne	Sharon Lee	Meredith Schindler	Maria Sheler-Edwards	Celeste Hawkins
	1 st /2 nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

Achieving College and Career Education Middle School (ACCE MS) Principal Jonathan Royce and ACCE Dean of Students Kier Ingraham presented to the Board on the ACCE MS 2018/19 pilot program at our March 11, 2019 meeting.

Proposed Motion

“ move that the Board of Education discontinues the Achieving College and Career Education Middle School program, effective June 30, 2019.”

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

Attachments:

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

Enclosure #5A.iii
APPROVAL OF OVERNIGHT FIELD TRIP, YCHS Robotics
Meeting of 4/8/2019
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

Re: FIRST in Michigan State Championship Competition

Trip Requested By: Dan Schunck

Class: Ypsilanti Community High School Robotics

Destination: SVSU; Saginaw, MI

Trip Date: April 10 – 13, 2019

See attached Field Trip Request Form for additional details.

Proposed Motion

“ move that the Board of Education approve the April 2019 overnight field trip of YCHS Robotics to the FIRST in Michigan State Championship Competition in Saginaw .”

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

Funded by: 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 or the potential students involved.

Name: Dan Schunck School/Class: YCHS Robotics

Request Date: 4/1/19 Trip Date: Apr. 10-13 Number of Students: 30

Trip Destination: SVSU, Saginaw, Michigan

Purpose of trip: FIRST In Michigan State 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

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

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.

2340 F1

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: 4-1-19

Trip Approved: ☒ Not Approved: ☐ Superintendent: [Signature] Date: 4-1-19

Board Approval: _____

(over)

Transportation Department

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

Date of Trip: 4/10-13/19 Destination: Saginaw, Michigan - SVSU

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: _____

RECEIVED
APR - 1 2019
YCS Superintendent Office

Enclosure #5B.i
APPROVAL OF RFP, *Student Transportation Services*
Meeting of 4/8/2019
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> <i>Ayes</i> _____ <i>Nays</i> _____		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

Attached is the Request for Proposals (RFP) for student transportation services. Included in the document is a time schedule for the RFP. The recommendation is for an approval of this RFP. Our contract with our current provider, Durham School Services, ends June 30, 2019.

Proposed Motion

" move that the Board of Education approve, as presented, the Request for Proposals for student transportation services."

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

Ypsilanti Community Schools
1885 Packard Rd, Ypsilanti, Michigan, 48197

NOTICE TO PROPOSERS NOTICE OF REQUEST FOR PROPOSALS –
Time Schedule

April 9, 2019	Advertise RFP Nationally
April 18, 2019 10:30 AM	Pre-RFP Meeting
May 3, 2019 10:30 AM	Last Day to Submit RFPs
May 3, 2019 10:35 AM	RFPs Opened
May 6, 2019	RFPs Awarded and Announced
July 1, 2019	Contract officially begins

Proposals to be opened:

DATE: _____
TIME: _____
PLACE: Ypsilanti Community Schools
1885 Packard Rd, Ypsilanti, Michigan, 48197

Proposer Information

Legal Name of Proposer Company _____

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a District, or any other legal entity:

Corporate Seal

Name of individual legally authorized to bind the Proposer to a contract

(Please print or type)

Signature of same individual stipulated directly above:

Ypsilanti Community Schools
1885 Packard Rd, Ypsilanti, Michigan, 48197

NOTICE TO PROPOSERS
NOTICE OF REQUEST FOR PROPOSALS
RFP 19-01
STUDENT TRANSPORTATION SERVICES

THE YPSILANTI COMMUNITY SCHOOLS HEREBY INVITES THE SUBMISSION OF SEALED PROPOSALS FROM REPUTABLE AND QUALIFIED BUS TRANSPORTATION COMPANIES FOR FURNISHING STUDENT TRANSPORTATION SERVICES IN THE YPSILANTI COMMUNITY SCHOOLS BEGINNING JULY 1, 2019. FORMS FOR PROPOSAL, CERTIFICATION, CONDITIONS, AND SPECIFICATIONS MAY BE OBTAINED AT THE YPSILANTI COMMUNITY SCHOOLS PURCHASING OFFICE, 1885 Packard Rd, Ypsilanti, Michigan, 48197.

ANY DEVIATIONS FROM THESE CONDITIONS OR SPECIFICATIONS MUST BE LISTED ON A SEPARATE SHEET AND ATTACHED TO THE PROPOSER'S DETAILED CONDITIONS AND SPECIFICATIONS. SAID DEVIATIONS SHOULD BE REFERRED TO SEPARATELY IN THE PROPOSALS. PROPOSALS WILL BE RECEIVED UNTIL May 3, 2019, 10:30 AM, AT THE Ypsilanti Community Schools 1885 Packard Rd, Ypsilanti, Michigan, 48197 AT WHICH TIME AND PLACE ALL PROPOSALS WILL BE PUBLICLY OPENED. A PRE-PROPOSAL CONFERENCE WILL BE HELD ON April 18, 2019 AT 10:30 A.M. AT THE Ypsilanti Community Schools.

YPSILANTI COMMUNITY SCHOOLS RESERVES THE RIGHT TO CONSIDER COST, EXPERIENCE, SERVICE, REPUTATION, FINANCIAL RESPONSIBILITY AND SPECIFIC QUALIFICATIONS OR ANY OTHER FACTOR DEEMED FIT IN AWARDING THE CONTRACT. YPSILANTI COMMUNITY SCHOOLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO DISCUSS OPERATING OPTIONS WITH ONE OR MORE PROPOSERS, OR TO ENTER INTO SUCH OTHER DISCUSSIONS OR NEGOTIATIONS.

PROPOSERS MAY BID ON ANY OR ALL OF THE CONTRACT PERIODS LISTED BELOW. THE CONTRACT PERIOD WILL BE FOR:

Proposal 1

One (3) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

Proposal 2

One (5) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

MAIL OR DELIVER PROPOSALS

Mr. Steve Burgess
Ypsilanti Community Schools, BUSINESS OFFICE
1885 Packard Rd
Ypsilanti, MI 48197

(734) 221-1200

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested, and complete the "Proposal Certification" and the Form of Proposal for each Proposal. Be sure to sign in all required places, and initial each page where indicated. If no Proposal is being submitted on one or more of the requested Proposal categories, please so indicate in each space by entering "No Bid" please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a Proposal amount or "No Bid" designated. Do not enter zero (\$0) if "No Bid" is being submitted as zero (\$0) is an amount that could be awarded by the Ypsilanti Community Schools.
3. Submit ten (10) complete sets of the Proposal, including this complete bound document without removing any sheets. The Proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted to the Ypsilanti Community Schools pursuant to this Proposal become the property of the Ypsilanti Community Schools and will not be returned to the Proposer.
4. A Pre-Proposal conference for all interested Proposers will be held on April 18, 2019 at the Ypsilanti Community Schools, 1885 Packard Rd, Ypsilanti, MI, 48197.
5. Proposals must be presented in a sealed envelope or box and addressed as follows:

Ypsilanti Community Schools Business Office
1885 Packard Rd
Ypsilanti, Michigan 48197
RFP 19-01

Student Transportation Proposal-_____

6. Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the Ypsilanti Community Schools Business Office that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of ten percent (10%) of the first year annual price being proposed. Proof of the ability to furnish a 100% performance bond must also be submitted with the Proposal in order to comply with the alternate requirements.
8. Proposals will be received until May 3, 2019 AM, at Ypsilanti Community Schools, 1885 Packard Rd, Ypsilanti, Michigan, 48197 at which time and place all Proposals will be publicly opened.

9. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Proposal. It is the proposer's responsibility to ensure that all requested information is supplied with the initial Proposal. Ypsilanti Community Schools will reject any late submissions, and Ypsilanti Community Schools is not responsible for notifying the Proposer of any missing elements of the Proposal. Proposer's are also encouraged to include additional information about their services or company that will assist the Ypsilanti Community Schools in the review of Proposals and awarding of contracts.

SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a prospective student transportation services company is referred to as the "Proposer."

The School Districts anticipated timeline for its selection process is:

April 9, 2019	Advertise RFP Nationally
April 18, 2019 10:30 AM	Pre-RFP Meeting
May 3, 2019 10:30 AM	Last Day to Submit RFPs
May 3, 2019 10:35 AM	RFPs Opened
May 6, 2019	RFPs Awarded and Announced
July 1, 2019	Contract officially begins

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

PROPOSER'S CHECKLIST

The following checklist is provided for the convenience of the Proposers and is not a part of the contract documents. Each Proposer is encouraged to insure their complete compliance with all requirements of these documents. Compliance with the Proposal requirements is the sole responsibility of the Proposer. Note that ten (10) complete sets of the Proposal must be submitted.

- 1 Proposal Bond or Certified Check for 10% of the annual contract cost.
- 2 Proof of Bond ability for Performance Bond Alternate.
- 3 Letter From the Insurance Company Guaranteeing Appropriate Coverage.
- 4 Reference List or Evidence Demonstrating Ability to Perform Required Services, including staffing information at each location.
- 5 Detail on Proposer's programs and efforts to secure a competent driver and monitor force to meet the needs of the Ypsilanti Community Schools.
- 6 Financial information on the Proposer, including ownership information and any outstanding legal issues. (Balance sheets, P & L Statement, Cash Flow Statement and last 3 years report)
- 7 Resumes of key management staff; job descriptions; and organization chart.
- 8 Explanation of operating program .
- 10 Any other information or data the Proposer wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Proposal.
- 11 Documentation and costs associated with alternate provisions including performance bond data.
- 12 Financial Information Compliance Form
- 13 Hold Harmless Agreement
- 14 List of Terminated Contracts
 - Bankruptcy Filings
 - Lawsuits
 - Must Show Compliance With IC 20-27-8
- 15 Form of Proposal
- 16 Non-Collusive Proposal Certification
- 17 Acknowledgements by Proposer
- 18 All Pages of Documents Included and Initialed

19 All Proposals Properly Signed

20 Affirmative Action Policy (Report) Completed

1. GENERAL CONDITIONS

All invitations to submit proposal issued by the Ypsilanti Community Schools will bind proposers and successful proposers to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the Ypsilanti Community Schools.

A. SCHOOL DISTRICT PROFILE AND OVERVIEW

This RFP contemplates and is intended to procure the student transportation and bus maintenance services under the form of Contract included in this RFP for the School District. The School District is located in the City of Ypsilanti, in the County of Washtenaw, Michigan.

OVERVIEW OF SCHOOL CORPORATION

Schools	
○ Elementary	5
○ Middle Schools	2
○ High School	2
○ Vocational School	1
○ Early Childcare	3
○ Special Education	2
Approximate Student	
○ Current Enrollment (2018-19)	4,500
○ Anticipated Number of Gen Route expected	20
○ Anticipated Number of Special Needs Routes	10
○ Anticipated Number of miles	500,000
Technology	Tyler Technologies
* All figures are approximate	

B. SCHOOL DISTRICT OPERATIONAL INFORMATION

This information is provided to assist the Proposer in evaluating the School District and submitting a Proposal, and should neither supplant the terms and conditions of the Contract (as described in Section 3.1, page 13) nor prevent a careful review of the Contract by the Proposer. Capitalized terms used throughout the remainder of this RFP have the same meaning as set forth in the Contract.

C. GENERAL OPERATING INFORMATION

The School District covers approximately sixty (60) square miles and is located in portions of Washtenaw county, Michigan. As set forth in the section above, the School District provides Transportation Services for approximately 3,000 general education students. Additionally, the School District operates mid-day runs on a daily basis for its general education and special needs students. These mid-day runs are part of the structured daily route (i.e., incorporated with AM/PM runs). The School District operates various special needs transportation routes during the school year and throughout the summer. The School District also currently provides transportation for various extracurricular/field trips as requested by the individual school buildings of the School District, as well as many transportation routes for the various clubs, groups and athletic teams of the School District. The School District operates its transportation services in accordance with all applicable federal, state and local laws, rules, regulations and ordinances, the Individual Education Plans ("IEP") and or 504 plans of the respective special needs students. The current staff is unionized and the district will require all aspects of the current union contract to be observed. A proposer may go above the contract in areas such as wages, benefits offered, PTO, etc...

To confirm to the State of Michigan instructional time requirements, the School District has one hundred eighty (180) required student attendance days per year.

D. STUDENT PROJECTIONS 2019-20

E. PROPOSED SCHOOL TIER

The school district plans to adopt a new bell time schedule for the 2019-20 school year per board approval. The proposed bell time structure would be such that the district would be on a three-tier

time schedule. The district plans to have each tier for regular education as:

Tier 1 10 runs

Tier 2 10 runs

Tier 3 20 runs

Special needs will contain 10 runs per each tier.

Tier 1 10 runs

Tier 2 10 runs

Tier 3 10 runs

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

2.1.1 Submissions with Proposals:

- a) Proposers will provide, along with the completed proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Michigan school systems which they have served during the past five years and a summary of their experience over at least five years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of Michigan or similar. In lieu of organizational experience, staff experience must be demonstrated.
- b) The Proposer must provide proof, along with the completed bid package, that they can provide the expected insurance coverage as outlined in these bid documents. This proof can be in the form of a certificate of insurance naming the Ypsilanti Community Schools as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the bid specifications.
- c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a 100% Performance Bond for the performance of the operating contract(s) that may be awarded in conjunction with this proposal, should the Board decide to accept the Performance Bond alternate. A determination on the acceptance of the Performance Bond alternate rests solely with the Ypsilanti Community Schools. If the Ypsilanti Community Schools chooses the prepayment option described herein, the Proposer will be required to supply the described Performance Bond.
- d) The district will provide the office space, equipment, and facilities for staffing and training.

- 2.1.2 Proposers shall submit detailed descriptions of their recruitment programs, including wage and benefit information. Proposer shall provide an employment profile including at least the number of daily drivers and monitors required, the actual number of drivers employed a description of targeted recruitment programs, wage and benefit programs, and driver training programs. Proposer shall provide an incentive program for drivers based on positive behavior. Areas of concentration include attendance, bus cleanliness, positive communication, and defensive driving skills. A sample program that may be adopted is included in the appendices.

- 2.1.3 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.
- 2.1.4 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Ypsilanti Community Schools is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Proposer.
- 2.1.5 All proposals received after the time stated in the Notice to Proposers may not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Ypsilanti Community Schools. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal deposited on time at the place specified. HOWEVER, THE BOARD OF SCHOOL TRUSTEES RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER, OR TO MODIFY PROPOSALS BASED UPON NEGOTIATIONS WITH THE PROPOSER (S), AS DEEMED BY THE BOARD TO BE IN THE BEST INTEREST OF THE Ypsilanti Community Schools.
- 2.1.6 The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Michigan and the Ypsilanti Community Schools, and the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.

3. AWARD

3.1 Transportation Program

- 3.1.1 The Contract(s) will be awarded for a period of :

Proposal 1

One (3) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

Proposal 2

One (5) 2 YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

- 3.1.2 The Contract will be awarded based upon a review by the Ypsilanti Community Schools of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. The Ypsilanti Community Schools reserves the right to consider cost (cost per run, costs per tier, costs per program), experience, service, reputation and specific qualifications in awarding the contract(s). An evaluation/process checklist is attached that will assist in selecting the vendor based on responses to this RFP. A pricing sheet is attached that will assist in selecting the vendor in combination with the evaluation/process checklist.

Program Structure

- 3.1.2.1 - All Transportation- This would include all transportation. Special education, general education, and extracurricular trips.

4. GUARANTEES BY THE SUCCESSFUL PROPOSER

4.1 The successful Proposer warrants and guarantees:

- 4.1.1 That Proposer is financially solvent and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 4.1.2 The Proposer shall procure and maintain solely at its own expense Workers Compensation, Michigan Disability Insurance, and Michigan Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed Contract. That it shall procure and maintain, solely at its own expense, such insurance coverage in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to Ypsilanti Community Schools Office no later than 30 days prior to the initiation of each Contract year.
- 4.1.3 The Proposer is requested to submit detailed narrative materials with their proposal if discounts, savings or additional services would be made available to Ypsilanti Community Schools if the Proposer was awarded more than one contract. During the term of the contract, Ypsilanti Community Schools may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Proposer will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal.

5. SPECIFICATIONS

5.1 SCOPE

These specifications are intended to provide for school bus services for the transportation of students for Ypsilanti Community Schools for 2019-2020 school year and beyond.

5.1.2 SCOPE OF SERVICES

The successful Proposer shall provide student transportation services for:

- A) Safe and reliable, on-time transportation of general education and special needs students to and from school on a daily basis within Ypsilanti Community Schools defined parameters.
- B) Safe and reliable, on-time transportation of students for extra-curricular and athletic activities and field trips and charters as requested by the School District, in accordance with the Contract. If for any reason the contractor cannot fulfill any of the requests or meet the requirements in this section (B) for extracurricular, athletic activities, field trips and charters then the district reserves the right to outsource these activities and transportation requests to a 3rd party other than contract holder.
- C) Efficient routing of all regular education, special needs and other transportation routes of the School District, including but not limited to extra-curricular routes and field trips, as outlined in the Contract. The Proposer may not alter any of the existing routes or combine routes without the express permission of the School District. Unauthorized

stops made by the proposer will result in fines of \$500.00 per stop, per occurrence, per day.

- D) The district will maintain ownership and maintenance on all school buses.
- E) Work in conjunction with the School District regarding student discipline issues and carry out any student discipline directives of the School District. A sample plan, which may be adopted for student discipline, is listed below:

Discipline Plan

1. 1st Violation- Driver completes a School Bus Conduct Report, stating the specific bus rule violation. The driver then gives the report to the school office. The school administrator must call the parent/guardian to ask for his/her assistance in resolving the issue.
2. 1st and 2nd Referral- When the 1st or 2nd Referral is given to an administrator; a copy of the Conduct Report must be attached with specific information as stated above (other than for *Severe Clause Referrals.) The administrator's options are:
 - a. Counsel with student, parent/guardian, and/or driver
 - b. Bus Suspension
 - c. Other
3. 3rd Referral- Recommended minimum three (3) day bus suspension and contact with parent/guardian.
4. 4th Referral- Recommended bus suspension for the remainder of the semester/school year.

*Severe Clause: Fighting, smoking, unauthorized departure from bus, carrying weapons, or vandalizing the bus are examples of behavior that may result in an immediate referral and/or suspension from bus transportation and/or school. School administration also has the right to forego the preceding steps and proceed to whatever disciplinary step is deemed appropriate for any severe violation.

- G) Effective communication with the School District including, but not limited to, the School District administration and Board of School Trustees, bus drivers, bus aides, transportation secretaries and with parents, students and the community.
- H) Continuous analysis of the transportation operations of the School District in order to effectively manage costs, while maintaining service levels in accordance with School District policy and safety protocol. The Contractor shall identify and implement operational efficiencies that will lead to cost reductions in the School District's Transportation Services, the proposer must establish performance metrics that will display the proposer's indicators for success. All costs incurred for "Start-up" (i.e. but not limited to, safety meetings, driver training, driver meetings, call center, dry runs) shall be considered "Start-up" cost incurred by the proposer and shall not be billed to the district.

- I) It must be understood that this RFP provides for the selection of a professional company to provide student transportation services, including any applicable extracurricular activity and field trip transportation, for all general education and special education students within the School District. The Proposer shall consider all current school transportation personnel who are interested in employment with the proposer; however, the proposer shall be free to hire only those individuals which it deems to be best qualified, in its sole and absolute discretion. As noted above, the School District maintains a liaison to facilitate administration of the Contract and communication between the Proposer and the School District.
- J) The proposer shall have a substance abuse policy in place that exceeds state and DOT guidelines. A zero-tolerance policy shall be implemented, enforced, and documented. A third-party collection program shall be utilized that performs all substance abuse testing on the premise of contractor. Employees that test positive for any illegal substances shall be discharged immediately.
- K) The proposer shall have a program in place for incidents. Incidents may include accidents, employee accidents on the premise, or employee workplace safety. The program shall be in writing and enforced. Any time an incident takes place, an employee shall undergo incident training to document the incident. The training offered to the employee will be to prevent a repeat offense and will be followed by a post evaluation within 2- weeks after the incident training. Any incident shall be communicated orally and followed up in writing to Ypsilanti Community Schools immediately.
- L) The proposer shall enforce a policy to check buses after routes, trips, school locations, for students or items left on the bus. Each bus shall be equipped with a placard, 8 ½ x 11. Placard shall indicate the bus number and policy. Placard shall be neon pink in color, laminated, and hung on the rear window of the bus following each event where students have boarded the bus. Proposer shall have a schedule in place that documents the bus lot has been checked after AM, Mid-Day, and PM routes. Buses shall never be operated with the EMPTY sign in the rear window. Proposer shall also document, and train employees on policy prior to bus driver's working for the contractor. Annual refresher training of the policy shall be conducted. All training shall be documented as to training curriculum and attendance.

Anytime a child is left on a bus unattended or an employee fails to follow policy, Ypsilanti Community Schools administration shall be notified immediately both orally and in writing. Any failure in following policy could result in vendor fines.

Empty Bus

Anytime a driver is finished driving a route, trip, or transporting passengers they must walk their bus immediately to check for passengers. This includes all of the following steps:

1. After last passenger exists remove key from ignition

2. Walk towards rear of the bus looking down aisle way, under seats, and on seats.
3. Double check around heaters, step wells, and wheel housing.
4. At rear be sure to check area directly behind the last seat as students may be hidden.
5. Turnaround from the rear facing the front of the bus and check under the seats, down the aisle way, and on seats walking towards the front of the bus.
6. If any passengers are found the driver must call base immediately with the child's name, school, and wait for additional instructions from Ypsilanti Community Schools.
7. Any additional items should be picked up and brought to the front of bus.
8. Once driver observes there are no passengers on the bus, the driver needs to place the "bus empty" sign on the rear emergency door window. As part of pre-trip bus inspection, remove "empty bus" sign from emergency door.

In addition, anytime a route, trip or transporting passengers at any time the driver must walk the bus prior to leaving the destination, school, or last stop. After completely checking under, in front, behind, and all seating areas the driver may walk into the school and turn in any left articles behind.

M) The proposer shall train drivers to comply and exceed with all federal and state laws. The proposer shall document all training and communicate to Ypsilanti Community Schools the attendees, date of training, and a copy of the information presented to bus drivers. The proposer shall have a curriculum that covers the following topics:

- a. Pre/Post Trip Inspections
- b. Student Management Training
- c. Defensive Driving
- d. Winter Driving Techniques
- e. Route Sheet Adherence
- f. Bus Cleanliness
- g. DOT and Ypsilanti Community Schools substance abuse testing policy.
- h. Special Needs and Disabilities
- i. Communication Device Usage (cell phone, smart phone, iPad, Bluetooth, etc...)

Failure to comply with the steps listed above or leaving a child on the bus unattended will result in immediate dismissal. In addition, each failure per incident will result in a \$2,500 penalty per occurrence.

O) The proposer shall enforce a policy that does not allow the use of communication device other than a two-way radio. This includes but is not limited to cell phones, smart phones, Bluetooth's, Ipads, etc... Bus driver's that fail to observe the policy may be subject to immediate termination. A sample policy is attached at the end of this document from the National School Transportation Association.

5.2 PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a proposal bond or certified check that is the amount of 10% of the first year's Calculated Proposal Amount for the contract(s) where a price is being submitted. The Proposal Bond or certified check to the Business Office of the

Ypsilanti Community Schools as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or proposal bond shall be retained for use of Ypsilanti Community Schools as liquidated damages on account of such default.

5.3 INSURANCE

Compliance with Insurance Requirements:

5.3.1 Insurance Carrier Letter

Enclosed with the Proposal the Proposer must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in this Request for Proposal will be met. The insurance carrier must be licensed to do business in Michigan and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or better.

5.3.2 Insurance Level

The successful vendor must submit a summary of their loss prevention programs, and contractually prohibit any material reduction without approval of Ypsilanti Community Schools. This summary should discuss the following:

- (a) Minimum driver qualifications and background review (physicals, state motor vehicle record check, etc.) procedures.
- (b) Frequency and content of safety training.
- (c) Frequency and content of driver performance evaluation
- (d) Other

Proposer shall protect, indemnify and save the Ypsilanti Community Schools harmless and defend the Ypsilanti Community Schools from all liability filed in a court of law or informally presented and expense for loss, damage, death or injury to persons or property, excepting only such liability as results from the sole negligence of Ypsilanti Community Schools or its employees, arising out of or incident to the performance of this contract.

The minimum scope of coverage must include:

- (a) Worker's Compensation insurance as required by any applicable law or regulations or statutes and Employer's Liability insurance.
- (b) Comprehensive General Liability of Commercial General Liability insurance coverage insuring all operations by or on behalf of the Proposer and including coverage for:
 - (1) Premises and operations
 - (2) Product and completed operations
 - (3) Contractual liability insuring the obligations assumed by the proposer under this

agreement

(4) Personal injury liability

- (c) Automobile Liability insurance covering all owned hired and non-owned vehicles.

If the Proposer's general liability insurance is provided by the new Commercial General Liability policy, proposer's automobile liability insurance policy shall include coverage for Automobile Contractual Liability.

- (d) Automobile medical payments coverage.

- (e) Uninsured and underinsured motorist

Proposer shall maintain limits of liability no less than:

<u>Worker's Compensation</u>	<u>Coverage as required by law</u>
Employers Liability	\$500,000 Bodily Injury by Accident \$500,000 Disease – Each Employee \$500,000 Disease – Aggregate
Automobile Liability	\$10,000,000 Bodily Injury & Property Damage Combined
Uninsured Motorists	Statutory
Automobile Medical Payments	\$5,000 Per Person
Comprehensive General Liability	\$5,000,000 Each Occurrence Bodily Injury and Property Damage Combined

Proposer may substitute lower limits for any policy listed provided that proposer maintains umbrella or excess liability policy or policies which provide a total minimum limit of \$10,000,000 for automobile liability and \$5,000,000 for general liability that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If Proposer carries general liability insurance under the Commercial General Liability Policy form, minimum limits shall be no less than:

\$5,000,000	Each Occurrence Bodily Injury, Property Damage and Medical Payment Combined
\$5,000,000	Personal and Advertising Injury
\$5,000,000	Products/Completed Operations Aggregate
\$5,000,000	General Aggregate

Ypsilanti Community Schools and its' officers, directors, volunteers and Employees shall be named as insured under the Comprehensive General Liability Insurance policy or the Commercial General Liability policy, automobile liability And the policy shall stipulate that the insurance afforded the Ypsilanti Community Schools and its employees shall apply as primary insurance and that any other insurance carried by the Ypsilanti Community Schools will be excess only and will not contribute with the Proposer's insurance.

These policies shall contain the usual cross liability wording indicating that except for limits of liability, the policies shall operate as though separate policies were issued to each insured.

If the general liability insurance required by this agreement is written on a "Claims Made" policy form, the policy shall show the "Retroactive Date" If the "Retroactive Date" is later than the date of the contract and the Proposer was previously insured under a "Claims Made" Commercial General Liability insurance policy during any portion of the period between the date of the contract and the "Retroactive Date" of the Proposer's current "Claims Made" Commercial General Liability insurance policy, the Proposer shall furnish a Certificate of Insurance showing that the Proposer has purchased the "Extended Reporting Period" or "Supplemental Tail" endorsement under the previous policy extending the period during which a claim may first be made.

5.4 TERM

PROPOSERS MAY BID ON ANY OR ALL OF THE CONTRACT PERIODS LISTED BELOW. THE CONTRACT PERIOD WILL BE FOR:

Proposal 1

One (3) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

Proposal 2

One (5) YEAR WITH – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE Ypsilanti Community Schools.

5.5 PROPOSER'S RESPONSIBILITIES

5.5.1 Personnel Matters

All transportation personnel shall be the responsibility of the Proposer and shall be the Proposer's employees. All employees must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Michigan Department of State, including all required driving, licensing, training and certification. In addition, the

Proposer will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and Board of Education policy. The district reserves the right to remove any driver employed by the contractor(s) from their duties based on their service and performance for a period not to exceed 5yrs.

Other Requirements

5.5.1.2 IT/ Telephone Monitoring System

The Proposer shall provide and maintain three (3) direct telephone lines (1 ring down, one direct phone line, and two (2) fax lines between the Board of School Trustees, Transportation Department Office and the terminal facility. The Proposer must also provide one high – speed Internet connection in the dispatch area. The Board of School Trustees reserves the right to change these requirements as advances in technology happen. Computers shall be one that allows for apps to be downloaded and routinely

updated. Smartphones shall be provided to management, and dispatcher. Smartphones shall have ability to download apps in order to operate 2x client.

5.5.2 Vehicles

- a. The district will provide, insure, and maintain all buses. The district leases 2019 Thomas C2's with Detroit Diesel engines. Regular education buses have a capacity of 77 students. Special needs buses have a seated capacity of 24 students and 3 wheelchair positions with L Track seating. All buses have air conditioning, cameras, 2-way radios, and crossing arms.
- c. Vehicle interior shall be cleaned daily. A wash crew shall wash vehicle exterior once every three weeks. On Fridays, all vehicles that have assigned weekend or Friday evening trip shall be washed prior to the trip. Method of cleaning shall include hot water, brush type system with a soft nylon bristle or lamb cloth, wash detergent, grease removal detergent for wheels and tires, and a soft water treatment system. Entire bus exterior shall be brush cleaned- including roof, glass, doors, and all crevices of body panels. Undercarriages, engine compartment, and all areas of chassis shall be steam cleaned, degreased, and rinsed with hot water annually. The Board of School Trustees, reserves the right to periodically inspect buses to determine their mechanical condition and condition of cleanliness.
- i. The district owns Tyler Technologies suite of transportation products. These include Versatrans Routing and Planning, Trip Tracker, OnScreen, Tyler Telematic GPS, Tyler Drive, Tyler Driver Tablets, Arrival Board, Rollout, and MyStop. The district will allow access and utilization to only authorized users.
- p. The proposer may not utilize buses or equipment for other purposes than Ypsilanti Community Schools routes or trips. This includes but not limited to charters, revenue trips for Ypsilanti Community Schools events, or any type of trip not hired or contracted through Ypsilanti Community Schools. Other events shall not conflict with Ypsilanti Community Schools schedule.
- q. The proposer shall provide a driver uniform for all staff consisting of: Driver shirt (polo), jacket, and shoe allowance annually. Drivers shall receive 3 shirts annually. Uniform shall be worn daily by driver's. Ypsilanti Community Schools name and logo along with company name and logo shall be easily identifiable on garments.

5.5.3 Facilities

5.5.3.1 The Proposer shall maintain one (1) terminal and shall provide at least one (1) full-time professional leader responsible for supervisory personnel to oversee operations. Two (2) dispatchers, one (1) clerical staff, and one (1) safety manager/trainer. The Proposer will provide a daily attendance log, incident log, and a late bus log.

5.6 ROUTING DEFINITIONS

5.6.1. General Education Daily Routing: The School District operates a total of 20 daily

transportation routes for general education students and these routes are operated (180) days per year.

- 5.6.2. Special Needs Daily Routing: The School District operates a total of 10 daily transportation routes for special needs students. The special needs routes are generally operated (180) days per year, however some special needs routes may be operated throughout the summer.
- 5.6.3. Mid-Day Routing and Shuttles: The School District operates NA midday routes. These mid-day routes are incorporated into the various AM/PM routes of the School District. Although none are currently being operated, the School District has operated various shuttles during the school year of varying frequency; however, these shuttles were incorporated into various routes. Number of routes unknown at this time.
- 5.6.4. Summer Routing: The School District currently operates 17 daily routes during the summer for (30) days that are separate and distinct from any special needs routes that are operated during the summer/full-year.
- 5.6.5. Field Trips/ Extracurricular/Athletic Routes: The School District provides transportation for its various school buildings, clubs, student organizations and athletic teams to and from various events, field trips and athletic contests throughout the year.

5.7 ROUTE SCHEDULING

- 5.7.1 Route scheduling will be performed by the Ypsilanti Community Schools in consultation with the Proposer. The Ypsilanti Community Schools reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Proposer, or any driver, without the prior permission of the Ypsilanti Community Schools. Periodically, the Ypsilanti Community Schools may request the assistance of the Proposer to evaluate or revise certain routes. The Ypsilanti Community Schools or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the Ypsilanti Community Schools it is necessary for the safety and welfare of children. This shall be at no additional charge to the Ypsilanti Community Schools. Routes and schedules are to accommodate class schedules and shall be determined by the Ypsilanti Community Schools.
- 5.7.2 Ypsilanti Community Schools will set the start times of schools and the ending times of the school day.
- 5.7.3 Both parties of the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Proposer without the prior written permission of the Superintendent or his/her designee. The Ypsilanti Community Schools reserves the right to notify the Proposer of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for herein. Bus driver shall follow sheets and directions as provided. Failure to

adhere to route sheets and directions may result in disciplinary action and/or termination at the discretion of Ypsilanti Community Schools.

Changes required to meet the service needs of the Ypsilanti Community Schools shall be provided by the Proposer in accordance with the following schedule (all times are to be considered maximum times; all "days" are to be considered "school days"):

- a) New student added to an established stop: next day
- b) Regular education student added at a new stop: 2-3 days
- c) Regular education student requiring a new vehicle: 3-5 days
- d) Special education student added at a new stop: 1 to 2 days
- e) Special education student requiring a new vehicle: 3-5 days
- f) Transportation change required by a legal settlement: next day (Next day transportation shall be determined by the Ypsilanti Community Schools and the Proposer)

5.7.4 The Ypsilanti Community Schools is utilizing VersaTrans's RP routing system (routing software system).

The Ypsilanti Community Schools will facilitate the availability of any license.

5.7.5 Ypsilanti Community Schools may consolidate routes, add routes, or eliminate routes during the school year based on ridership, financial reasons, or reasons deemed appropriate. All changes will be communicated at least one week prior to change taking place.

5.8 CONTRACT

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the Ypsilanti Community Schools which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of School Trustees. This Contract shall contain a default provision for all Obligations of Proposer contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after she/he has received notice of the acceptance of his/her Proposal, shall forfeit

to the owner as liquidated damages for such failure of refusal, the security with his/her bond. Ypsilanti Community Schools Board of School Trustees reserves the right to negotiate if a selected vendor is chosen by the School Board of Trustees, but may not be the "Low Bidder"

5.9 NON-PERFORMANCE DAMAGES

- 5.9.1 If at any time the Proposer does not provide the required drivers or bus under the Contract, the Board of School Trustees may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$250.00, or the cost of the Ypsilanti Community Schools expense for engaging alternate transportation during the period that the Proposer is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Proposer "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the penalty stated in this Section

5.9.2 FOR Ypsilanti Community Schools USE ONLY

Form to be faxed/emailed within 4 hours of the incident:

Signed _____ Date _____

Penalties for late arrival or failure to arrive:

<u>Bus Late</u>	<u>% - Amount / Deduction per school route</u>
After Arrival Time	35%
After 5 minutes	50%
After 15 minutes	75%
After 30 minutes	100%
Failed to arrive	100%
Unauthorized bus Stops	\$500.00 per stop per occurrence
Shortage of drivers or buses	\$250.00 per occurrence

Penalty Assessment _____

APPENDICES AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION
Ypsilanti Community Schools

APPENDIX "A"
PROGRAM DESCRIPTION AND REPORTING MANDATES

SECTION 1

A. Field Trips:

For the 2019-2020 school year it is estimated that the Ypsilanti Community Schools operated NA public school field trips..

B. Upcoming changes to schools:

Pending.

C. Special Education Programs:

Special Education programs can and do change at any time. Students can be placed temporarily in programs.

D. Destination Schools and Bell Times:

A detailed listing of destination schools, grade levels, bell times, and current enrollments will be provided prior to the start of the 2017-18 school year.

Date Prepared: ____/____/____ Prepared by: _____

Title: _____

ATTACHMENT 1

DEFINITIONS

1. Live Time shall be defined as time from the first pick up to the last drop on each run.
2. Continuation of Live Time shall be defined as the extension of live time for a route to include after school activity runs. The extension shall be considered part of the route for compensation purposes.

3. Deadhead Time shall be defined as time from the last drop off to the first pick up and shall not be considered part of the route for compensation purposes.
4. A Regular Run shall be defined as that portion of a route consisting of picking up students and transporting them to their school of attendance or vice versa.
5. A Curriculum Shuttle and Charter or Field Trip shall be defined as transportation for students and authorized adults to locations in the Ypsilanti Community Schools. These trips are generally scheduled during the school day by the schools and representatives of the Transportation Department.
6. A Pre- School Activity Run shall be defined as transportation service for athletic teams to practice sites in the Ypsilanti Community Schools before the start of the regular school year.
7. A Route shall be defined as a group of runs that are tiered and use the same vehicle.
8. A Dry Run shall be defined as a practice running of the route without picking up students and using the regularly scheduled driver and equipment.
9. Excess Time shall be defined as live time in excess of four (4) hours per day during the regular school term and three (3) hours per day during the summer school term.
10. Excess Rate Per Unit shall be defined as the rate of compensation the Proposer will receive for each excess unit (15) minutes or any portion thereof that a route operates.
11. Basic Rate Per Bus Per Day shall be defined as the rate of compensation the Proposer shall receive for each bus that is assigned. Routes operating one way (A.M. or P.M. will be compensated at 1/2 the daily rate. The daily rate is based on four (4) hours live time for the regular school term and three (3) hours live time for the summer school term.
12. A timely Manner shall be defined as routes that are dispatched and running at the scheduled time, designated by Ypsilanti Community Schools.

THIS FORM MUST BE SIGNED, NOTARIZED AND SUBMITTED
WITH PROPOSAL
HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY Ypsilanti Community Schools, Ypsilanti Community Schools BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE Ypsilanti Community Schools FROM ANY

LAWSUIT, ACTION, PRECEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

(A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR

PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

(B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE PROPOSER ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

(C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE Ypsilanti Community Schools, THE Ypsilanti Community Schools BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE Ypsilanti Community Schools IN CONNECTION WITH THE PROPOSER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE PROPOSER AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE Ypsilanti Community Schools, Ypsilanti Community Schools SCHOOL BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE Ypsilanti Community Schools, OF ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE Ypsilanti Community Schools, Ypsilanti Community Schools SCHOOL BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE Ypsilanti Community Schools ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE PROPOSER'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, AS DETERMINED BY THE Ypsilanti Community Schools. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE PROPOSER.

Signature _____

Date _____

Sworn to before me this ____ day of _____, 2017.

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

The Ypsilanti Community Schools RFP 19-01 Student Transportation Services, date , at 1:00 P.M., the undersigned hereby acknowledges the following:

a. If requested, the stipulated financial information will be provided within 72 hours of the Ypsilanti Community Schools request.

b. Information relative to any pending lawsuits, judgments and/or liens has been provided. ☐ YES ☐ NO
If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

c. Information on any bankruptcy filings has been submitted. ☐ YES ☐ NO
If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

d. Information on any denials of Performance Bonds has been submitted. ☐ YES ☐ NO
If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

STUDENT TRANSPORTATION PROPOSAL
FORM OF PROPOSAL
RFP 19-01

STUDENT TRANSPORTATION SERVICES

BUSINESS OFFICE

Ypsilanti Community Schools
1885 Packard Rd
Ypsilanti, MI 48197

HAVING CAREFULLY EXAMINED THE SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE Ypsilanti Community Schools, 2501 N Oakwood Avenue, Muncie, Michigan, THE UNDERSIGNED.

COMPANY NAME: _____

CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED "GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO PROPOSERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS:

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE Ypsilanti Community Schools AS SPECIFIED:

PERFORMANCE BOND COST

Annual charge to the Ypsilanti Community Schools for the provision of a performance bond equal to 100% of the contract(s) awarded, and consistent with the requirements as set forth (Proof of Bondability consistent with requirements must be submitted with the Proposal). If multiple contracts are being considered by the Proposer, detail on cost changes based upon the number of contracts awarded must be submitted.

Annual Charge: \$ _____ (2019-2020)

1. If the Proposer is a district, is it incorporated in Michigan?
o Yes o No
If No, it must be authorized to do business in Michigan?

In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal

Package including the Instructions to Proposers, General Conditions, Proposal Certifications, and specifications. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the district.

2. The Proposer has provided transportation services to the following Ypsilanti Community Schools within the last three (3) years:

Name	Address	Contact Person	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(attach additional sheets, if necessary)

4. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the Ypsilanti Community Schools.

The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the Ypsilanti Community Schools has the sole discretion to determine the best Proposal to meet the needs of the Ypsilanti Community Schools.

Very truly yours,

By _____

title _____

company _____

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Name of Firm: _____

Address of Business: _____

Telephone No. _____

Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce another person, partnership, or district to submit or not to submit a proposal for the purpose of restricting competition.

b. A proposal shall not be considered for award nor shall any award be made where (a) – (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) – (1), (2), and (3) above have not been complied with the proposal shall not be considered for award nor disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed the prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same item to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the district.

Signature _____

Title _____

Sworn to and Subscribed Before Me

On This _____ Day of _____, 2017.

_____, Notary Public

Ypsilanti Community Schools
1885 Packard Rd
Ypsilanti, MI 48197

CONTRACT: HOME-TO-SCHOOL, SUMMER, and EXTRA-CURRICULAR PROPOSAL

The Ypsilanti Community Schools is interested in the reasons why prospective proposers fail to submit proposals. If you are NOT submitting a proposal, please indicate the reason(s) below and return this form to the above address, or to the Ypsilanti Community Schools designee, 2501 N Oakwood Avenue, Muncie, Michigan. Failure to do so may result in your firm being removed from advance notice lists of potential proposals compiled by Ypsilanti Community Schools.

Unable to propose at this time, but would like to receive future notices of proposals.

Contract to small/large for our firm (circle one).

Lack of fleet to meet requirements.

Lack of facility to meet requirements.

Unable to meet specifications. Provide detail:

Insufficient time allowed for preparation and submission of proposal.

Other

Reasons:

You may remove our name from the bid/proposal list for:

All bids/proposals

Remainder of this year

This particular service

Other:

Date _____

Officer of Company (Signature)

Title

Company Name

Address

Telephone

Fax Number

Email Address

SAMPLE Incentive Program

Process used to award points to employees based on attendance, bus cleanliness, performance appraisals, and accidents.

Attendance

Employees will earn one half point for completing their AM route. Employees will earn one half point for completing their PM route.

Each week, the office will post total points current for all employees.

The following will not cause a loss in points:

- FMLA
- Bereavement
- Military leave
- Jury Duty
- Medical leave

Incidents

Employees that have a preventable accident will be deducted 2 points per preventable accident. A preventable accident is any accident that the director and driver trainer believe may have been prevented.

Bus Cleanliness

Buses will be inspected routinely throughout the school year for cleanliness. In addition, Ten random inspections will be performed. Employees will earn 1 point for successful completion of each random bus inspection.

Performance Appraisals

Two performance appraisals will be completed per school year.

Mid-Year Performance Appraisal: Employees will be given a blank performance appraisal form to complete and turn into the office. Employees will evaluate themselves and identify weaknesses and strengths. Employees will meet with director/assistant director to compare a performance appraisal completed by director/assistant director. A final mid-year performance appraisal will be completed by director/assistant director and shared with employee. Employee will have a specified time frame to make improvements on areas of weakness. Point system will not be recognized on mid-year evaluation.

Annual Performance Appraisal: Director/Office Staff will complete a final performance appraisal for employees. Points will be assigned per category. Employee contract renewal may be subject to annual performance appraisal. A blank performance appraisal form is attached.

Point Incentive Program will be used for route selection for upcoming school year. The total number of points earned will determine the route selection order. Employees will be ranked by total number of points. Highest points on top with lowest on the bottom. The employee with the highest number of points will select first. The employee with the least number of points will select last.

In the event that two or more individuals have the same number of points, the employee's seniority date will be used to rank employees with the same number of points. Point Incentive Program may be used for other extra duties.



National School Transportation Association

113 South West Street, 4th Floor • Alexandria, VA 22314
(703) 684-3200 • (703) 684-3212 • www.yellowbuses.org

Cell Phone Use by School Bus Drivers

Recommended Best Practices

Revised November 2, 2009

The National Transportation Safety Board has found and the National School Transportation Association recognizes that

- School bus drivers have a professional duty to direct 100% of their attention to the safe operation of the school bus and the safety of their passengers;
- Communicating by voice or text on a cellular phone or other personal portable electronic device, whether it is hands-on or hands-free, while driving a school bus or supervising the loading and unloading of students distracts drivers from their professional duties.

Therefore, NSTA recommends that school bus companies adopt the following policy regarding cellular phone use by school bus drivers:

Drivers may not use a cell phone or other personal portable electronic device while operating a school bus or any other vehicle transporting students, including while loading and unloading students, except in an emergency. For the purpose of this policy, an emergency exists if the driver requires immediate assistance to ensure the safety of his/her passengers or to report a dangerous or life-threatening situation.

Ypsilanti Community Schools
Transportation RFP 19-01 Evaluation Process/Checklist

Vendor Name _____
Date of Completion _____

Contract Terms 1-Year 3- Years 5-Years

Each section needs to be completed by marking an "X" after each item. A vendor that does not have supporting documents or evidence to meet the RFP specifications will not qualify for the item listed. Each item is worth 1 point each.

Section	Item	Met Specification	Did Not Meet Specification	Points Earned
2.1.1. a	Evidence of schools and service provided			0
2.1.1. b	Proof of insurance			0
2.1.1. c	Performance bond			0
2.1.1. d	Site location			0
2.1.2	Recruitment program			0
2.1.3	All items submitted as required per RFP			0
2.1.4	Excise tax	Not Applicable	Not Applicable	1
2.1.5	Proposal submitted on time			0
2.1.6	State, federal, local adherence to operating laws	Not Applicable	Not Applicable	1
3.1	Length of contracts available	Not Applicable	Not Applicable	1
3.1.2	Award process	Not Applicable	Not Applicable	1
3.1.2.1	Contract 1-			1

3.1.2.2	REMOVED	Not Applicable	Not Applicable	1
4.1	Guarantees statement	Not Applicable	Not Applicable	1
4.1.1	Financially solvent and experience statement			0
4.1.2	Worker's compensation, disability, and unemployment statement			0
4.1.3	Potential savings plan options	Not Applicable	Not Applicable	1
5.1	Scope	Not Applicable	Not Applicable	1
5.1.2.a	Safety statement	Not Applicable	Not Applicable	1
5.1.2.b	Statement of outsourcing to additional vendor			0
5.1.2.c	Statement of routing adherence			0
5.1.2.d	Maintenance of vehicles and equipment			0
5.1.2.e	Student discipline			0
5.1.2.g	Communication with all individuals			0
5.1.2.h	Operational efficiencies			0
5.1.2.i	Utilization of current employees			0
5.1.2.j	Substance abuse policy/DOT compliance			0
5.1.2.k	Incident plan/Re-Training			0
5.1.2.l	Empty sign policy			0
5.1.2.m	Employee training and curriculum			0

5.1.2.o	Electronic device utilization policy			0
5.2	Proposal bond			0
5.3.1	Insurance Letter			0
5.3.2	Insurance Level			0
5.4	Terms of contract	Not Applicable	Not Applicable	1
5.5.1	Personnel matters			0
5.5.1.1	Bus monitors			0
5.5.2.a	Bus specifications	Not Applicable	Not Applicable	0
5.5.2.b	Bus inspections			0
5.5.2.c	Bus cleanliness			0
5.5.2.d	Fleet replacement plan	Not Applicable	Not Applicable	0
5.5.2.e	fleet i.d.	Not Applicable	Not Applicable	1
5.5.2.f	Two way radio			0
5.5.2.g	Employee listing			0
5.5.2.h	Equipment return to Ypsilanti Schools	Not Applicable	Not Applicable	1
5.5.2.i	Spare bus ratio	Not Applicable	Not Applicable	0
5.5.2.j	GPS Adherence			0
5.5.2.k	Trip tracker software			0
5.5.2.l	FleetVision software			0

5.5.2.m	Barcode scanner for students	Not Applicable	Not Applicable	0
5.5.2.n	Fuel escalator	Not Applicable	Not Applicable	0
5.5.2.o	Web hosting for software			0
5.5.2.p	Statement of vehicle utilization for revenue	Not Applicable	Not Applicable	1
5.5.3.1	Facility			0
5.6	Terminology	Not Applicable	Not Applicable	1
5.7.1	Route scheduling performed by Muncie Schools	Not Applicable	Not Applicable	1
5.7.2	Bell times established by school district	Not Applicable	Not Applicable	0
5.7.3	Daily changes to trips and student schedules	Not Applicable	Not Applicable	1
5.7.4	Utilization of district routing software	Not Applicable	Not Applicable	1
5.7.5	Route change statement- add, edit, or delete			0
5.8	Award of contract	Not Applicable	Not Applicable	1
5.9.1	Performance damages- not enough buses			0
5.9.2	Late bus penalties	Not Applicable	Not Applicable	1
Form	Hold harmless agreement submitted			0
Form	Financial information compliance			0
Form	Form proposal			0
Form	Non-collusive proposal certification			0

Form General proposal certification/Non collusive
proposal certification



Total Points Earned

Total Possible Points

Total Score

Ypsilanti Community Schools
Transportation RFP Pricing Sheet

Vendor Name
Individual Preparing Form

Contract Length
 Daily Pricing
 General Education Pricing

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Special Education Pricing

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Mid Day Cost Per Bus/Per Day

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Summer School Cost Per Bus/Per Day

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Saturday School Cost Per Bus

--	--

Extra Curricular Route

--	--

Extra Curricular Trips

2 Hour Rate		
3 Hour Rate		
4 Hour Rate		
5 Hour Rate		
Each Additional Quarter Hour Rate After 4 Hours		
Total Points		

Annual Pricing
 Contract Length

General Education Pricing

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Special Education Pricing

Single Route Per Day		
Double Route Per Day		
Triple Route Per Day		

Mid Day Cost Per Bus/Per Day

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Summer School Cost Per Bus/Per Day
 ASM
 Trips- at 3 hour Rate
 Total

Ypsilanti Community Schools Office of Student Transportation RFP Pricing Comparison					
Company	Evaluation Score	Bid Terms	Year 1		Total
A	O				
B	O				

Enclosure #5B.ii
APPROVAL OF CONTRACT WITH TYLER TECHNOLOGIES
Purchase of Bus Technology, Installation, Service & Training
Meeting of 4/8/2019
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> <i>Ayes</i> _____ <i>Nays</i> _____		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

The attached License and Services Agreement with Tyler Technologies would provide the necessary technology equipment to improve transportation operations in the areas of route efficiency, communication, and safety of our students. The benefits of the recommended purchase were presented and discussed at the March 11, 2019 Board meeting. The Agreement was emailed to Board members, for review, on March 14th.

Proposed Motion

" move that the Board of Education authorize the Superintendent to contract with Tyler Technologies for the purchase of bus technology, installation, service and training as outlined in the Tyler Technologies License and Service Agreement for an amount of \$87,413."

Budget Impact: ☐ None ☒ As follows:

\$87,413: Fiscal Year 2019/20 General Fund

Attachments:

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

Tyler Technologies

Quote for TTGPS and Tyler Drive with Student Tracking – Sourcewell Pricing

Investment Summary

Exhibit 1a Software Investment Summary for Ypsilanti Community Schools - Sourcewell Pricing
prices are valid until May 1 2019

B. Services		Quantity	Price	Extended	This Year Total	Year 2 Forecast
My Geotab Orientation		1	\$1,500.00	\$1,500.00	\$1,500.00	
Tyler Drive - Routing Analysis		0.5	\$1,275.00	\$637.50	\$637.50	
Go Live Assist (days) (1),(2)		2	\$1,275.00	\$2,550.00	\$2,550.00	
Tyler Drive - Staff Training for up to 50 drivers (days) (1),(3)		2	\$1,275.00	\$2,550.00	\$2,550.00	
Subtotal: Application Services				\$7,237.50	\$7,237.50	\$0.00
C. Telematics Devices		Quantity	Price	Extended	This Year Total	Year 2 Forecast
GOB-ATT Single-mode LTE GOB device for the AT&T network		35	\$60.00	\$2,100.00	\$2,100.00	
Subtotal: Devices					\$2,100.00	
Support and Maintenance						
GOB-ATT-1 ATT LTE, US, All I/Os or use of telematics		35	\$288.00	\$10,080.00	\$10,080.00	\$10,080.00
TYD01-Verizon Support and Maintenance (4G) for Tyler Drive 1 on the Verizon Network (US)		35	\$300.00	\$10,500.00	\$10,500.00	\$10,500.00
Subtotal: Support and Maintenance					\$20,580.00	\$20,580.00
Installation						
INST-G-P-0 Telematics Professional Install Including		1	\$11,070.00	\$11,070.00	\$11,070.00	
INST-G-P-4 Professional Installation - Geotab Unit, 0 I/Os up to 30 units						
INST-T-P-0 Professional Installation - Geotab Unit, 4 I/Os up to 5 units						
INST-T-ST Professional Installation - Tyler Drive, 0 I/Os up to 35 units						
INST-TG-SIT Professional Install - Tyler Drive Student Tracking Device up to 35 units		1	\$4,000.00	\$4,000.00	\$4,000.00	
Subtotal: Installation					\$15,070.00	
Harnesses						
HRN-GO9K2 Universal Heavy-Duty T-Harness Kit		35	\$40.00	\$1,400.00	\$1,400.00	
IOX-AUXM IOX Add-On for GOX for auxiliary support		5	\$50.00	\$250.00	\$250.00	
Subtotal: Harnesses					\$1,650.00	
Student Ridership						
TYD01CARD RFID Cards, Box of 200		24	\$390.00	\$9,360.00	\$9,360.00	
TYD-SR-02 Student Reader Kit for Tyler Drive		35	\$175.00	\$6,125.00	\$6,125.00	
TYD-SR-WEDGE Student Reader For PC (Wedge)		1	\$133.00	\$133.00	\$133.00	
Subtotal: Student Ridership					\$15,618.00	
Tyler Drive						
TYD01 Tyler Drive 1 (4G) for Verizon Network (US)		35	\$695.00	\$24,325.00	\$24,325.00	
TYD01DOCK Dock with 1*Micro USB 2.0, 1*Standard USB 2.0, Built-in Lock, Included with TYD01		35	Inc		Inc	
TYD01PC Power cord for Tyler Drive 1 - Included with TYD01		35	Inc		Inc	
TYD01-BUMPER Protective cover for Tyler Drive tablet		35	\$30.00	\$1,050.00	\$1,050.00	
Subtotal: Tyler Drive					\$25,375.00	
Accessories						
SPR-INSTALLBAG Mounting bracket and material for GOX Includes 2 zip ties, 2 screws, and double-sided tape for the bracket for installation purposes		35	\$5.00	\$175.00	\$175.00	
SHIPPING Shipping and Handling		1	\$1,107.50	\$1,107.50	\$1,107.50	
Subtotal: Accessories					\$1,282.50	\$0.00
Total One-Time Fees					\$86,913.00	
Total Recurring Fees **:						\$20,580.00

** Subject to annual increase after Year 2

1 Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs

2 Training classes are limited to 5 persons and are delivered in 2 hour increments

3 Tyler Drive driver training classes are limited to 25 drivers per person. Tyler assumes that there will be 2 driver training sessions per day when there are more than 25 drivers to train

4 Tyler reserves the right to substitute hardware of equal or greater value for the same price



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

WHEREAS, Tyler participated in the competitive bid process in response to the Sourcewell (Formerly National Joint Power Alliance (NJPA)) RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter the "Sourcewell Contract"). Documentation of Sourcewell's competitive bid process, as well as Tyler's contract with and pricing information for the Sourcewell, is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/110515-tti>. This Agreement reflects Client's purchase off the Sourcewell Contract, which Tyler agreed to deliver pursuant to the Sourcewell Contract and the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Ypsilanti Community Schools.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and



Support Agreement is attached as Exhibit C.

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that where the fees shown in the Investment Summary are based on an estimated number of hours or days of work to be performed, that these amounts are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you, but we will not exceed any amount without first obtaining your permission. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and Exhibit D – Work Responsibilities describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, computer network and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide



a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. In the event your use of equipment provided by us is terminated, you shall be liable for any reactivation fees or fees charged by wireless carriers for registering or attempting to register on the wireless carrier's network after such termination. We reserve the right to substitute hardware of equal or greater value for the same price.
2. Third Party Products Warranties.
 - 2.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 2.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 2.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products. Third Party Hardware warranties may be included as exhibits to this Agreement or provided by us upon request.
3. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
4. Spares. Should Geotab unit(s) purchased by Client pursuant to this Amendment be designated as "spare"



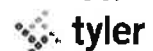
unit(s). The intent of the parties is for Client to have a spare unit(s) on hand to use in the event a Geotab unit(s) purchased for live use fails. Client acknowledges and agrees that Client is prohibited from operating a spare unit and a unit purchased for live use at the same time. In the event Client operates both a spare unit and a unit purchased for live use at the same time for more than two (2) weeks while a unit purchased for live use is being deactivated or returned for repair, Client will be liable to Tyler for maintenance fees at then-current rates on both units for such period of coterminous use. Tyler will invoice Client maintenance fees on the active spare unit(s) in monthly increments from the date the spare unit was activated, with a three (3) month minimum. Once a spare unit has been activated, it cannot be turned off or suspended. Tyler reserves the right to audit Client's use of the Geotab unit(s) purchased from Tyler, to determine Client's compliance with this provision.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. **Invoice Disputes.** If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding, however, you agree not to substitute a similar service to fill the same need provided by us hereunder for a period of time equal to the duration of the initial term if this Agreement is terminated or not renewed solely due to lack of appropriations. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of



termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

3. **Force Majeure.** Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **General Indemnification.**

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the

termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Spare. Should Geotab unit(s) purchased by Client pursuant to this Amendment be designated as "spare" unit(s). The intent of the parties is for Client to have a spare unit(s) on hand to use in the event a Geotab unit(s) purchased for live use fails. Client acknowledges and agrees that Client is prohibited from operating a spare unit and a unit purchased for live use at the same time. In the event Client operates both a spare unit and a unit purchased for live use at the same time for more than two (2) weeks while a unit purchased for live use is being deactivated or returned for repair, Client will be liable to Tyler for maintenance fees at then-current rates on both units for such period of coterminous use. Tyler will invoice Client maintenance fees on the active spare unit(s) in monthly increments from the date the spare unit was activated, with a three (3) month minimum. Once a spare unit has been activated, it cannot be turned off or suspended. Tyler reserves the right to audit Client's use of the Geotab unit(s) purchased from Tyler, to determine Client's compliance with this provision.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:

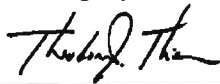
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|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |



Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Work Responsibilities
	Schedule 1: Tyler Telematic GPS Work Responsibilities
Exhibit E	Third Party Terms
	Schedule 1: HERE End User Terms
	Schedule 2: Professional Hardware Installation Terms
	Schedule 3: Return Merchandise Authorization Process
	Schedule 4: Wireless Carrier & Equipment Provider Terms
	Schedule 5: Geotab Equipment Warranty

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: 

Name: Theodore J. Thien

Title: VP and General Manager, Versatrans

Date: March 13, 2019

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Ypsilanti Community Schools

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Ypsilanti Community Schools
1885 Packard Road
Ypsilanti, MI 48197
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

prices are valid until June 9 2019

I. Services		Quantity	Price	Extended	Discount	This Year Total	Year 2 Annual
My Geotab Orientation		1	\$1,500.00	\$1,500.00		\$1,500.00	
Tyler Drive - Routing Analysis		0.5	\$1,275.00	\$637.50		\$637.50	
Go Live Assist (days) (1),(2)		2	\$1,275.00	\$2,550.00		\$2,550.00	
Tyler Drive - Staff Training for up to 50 drivers (days) (1),(3)		2	\$1,275.00	\$2,550.00		\$2,550.00	
S. Telematics		Quantity	Price	Extended	Discount	This Year Total	Year 2 Annual
Devices							
GOB-ATT	Single-mode LTE GOB device for the AT&T network	35	\$60.00	\$2,100.00	\$0.00	\$2,100.00	
Subtotal: Devices						\$2,100.00	
Support and Maintenance							
GOB-ATT-1	ATT LTE, US, All I/Os or use of telematics	35	\$288.00	\$10,080.00	\$0.00	\$10,080.00	\$10,080.00
TYD01-Verizon	Support and Maintenance (4G) for Tyler Drive 1 on the Verizon Network (US)	35	\$300.00	\$10,500.00	\$0.00	\$10,500.00	\$10,500.00
Subtotal: Support and Maintenance						\$20,580.00	\$20,580.00
Installation							
INST-G-P-0	Telematics Professional Install including Professional Installation - Geotab Unit, 0 I/Os up to 30 units	1	\$11,070.00	\$11,070.00	\$0.00	\$11,070.00	
INST-G-P-4	Professional Installation - Geotab Unit, 4 I/Os up to 5 units						
INST-T-P-0	Professional Installation - Tyler Drive, 0 I/Os up to 35 units						
INST-T-ST	Professional Install - Tyler Drive Student Tracking Device up to 35 units						
INST-TG-SIT	Tyler Drive and Geotab Self Install Training	1	\$4,000.00	\$4,000.00	\$1,500.00	\$2,500.00	
Subtotal: Installation						\$19,570.00	
Harnesses							
HRN-GS09K2	Universal Heavy-Duty T-Harness Kit	35	\$40.00	\$1,400.00	\$0.00	\$1,400.00	
IOX-AUXM	IOX Add-On for GOX for auxiliary support	5	\$50.00	\$250.00	\$0.00	\$250.00	
Subtotal: Harnesses						\$1,650.00	
Student Ridership							
TYD01CARD	RFID Cards, Box of 200	24	\$390.00	\$9,360.00	\$0.00	\$9,360.00	
TYD-SR-Q2	Student Reader Kit for Tyler Drive	35	\$175.00	\$6,125.00	\$0.00	\$6,125.00	
TYD-SR-WEDGE	Student Reader For PC (Wedge)	1	\$133.00	\$133.00	\$0.00	\$133.00	
Subtotal: Student Ridership						\$15,618.00	
Tyler Drive							
TYD01	Tyler Drive 1 (4G) for Verizon Network (US)	35	\$695.00	\$24,325.00	\$0.00	\$24,325.00	
TYD01DOCK	Dock with 1*Micro USB 2.0, 1*Standard USB 2.0, Built In Lock, Included with TYD01	35	inc.	\$0.00		inc.	
TYD01PC	Power cord for Tyler Drive 1 - included with TYD01	35	inc.	\$0.00		inc.	
TYD01-BUMPER	Protective cover for Tyler Drive tablet	35	\$30.00	\$1,050.00	\$0.00	\$1,050.00	
Subtotal: Tyler Drive						\$25,375.00	
Accessories							
SPR-INSTALLBAG	Mounting bracket and material for GOX Includes 2 zip ties, 2 screws, and double-sided tape for the bracket for installation purposes	35	\$5.00	\$175.00	\$0.00	\$175.00	
SHIPPING	Shipping and Handling	1	\$1,107.50	\$1,107.50	\$0.00	\$1,107.50	
Subtotal: Accessories						\$1,282.50	\$0.00



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").

1.2 *Maintenance and Support Fees:* If not included with Software License Fees, year 1 maintenance and support fees are invoiced on the Available Download Date, for the twelve (12) month period commencing the first day of the month following the Available Download Date. Year 2 maintenance and support fees, at our then-current rates, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps, and self-installation training, are billed and invoiced as delivered.

3. Third Party Products.

3.1 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading and cover the period commencing the first day of the month following the date the Third Party Software was made available to you.

3.2 *Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling:* Third Party Hardware, Installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.

3.3 *Third Party Hardware Maintenance:* The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance



shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile



Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If



an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within fifteen (15) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet

connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services, unless otherwise mutually agreed by the parties in writing: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the following hours:

All Year	7:30am-7:00pm EST Monday-Friday
August	9:00am-3:00pm EST Saturday

Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Schedule 1
Tyler Telematic GPS Work Responsibilities

Hardware

Before Tyler can order hardware, Client will need to provide Tyler the following vehicle information. Tyler will provide Client an Excel spreadsheet to capture the following information:

- VIN
- Year
- Make
- Model
- Body
- Chassis
- Fuel Type

Tyler is responsible for order and shipment of hardware based on the vehicle list provided by the client.

All training and installation dates must be approved by the district in writing.

Self-Installation of Hardware - Tyler work with our installation vendor and Client to schedule training. There is a maximum of five (5) people allowed per training session. A total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Client will make available at least one (1) vehicle for each type of installation.

As part of the Self-Installation Training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

Tyler's installation vendor requires that the client have the following tools available:

- Battery powered drill
- Drill bit set and/or graduated drill bit
- Screw drivers (Phillips and straight blade)
- Electrical testing meter and 12 volt test light
- Black electrical tape (as specified in installation manual)
- Wire ties (assorted sizes)
- Hand wrenches in smaller sizes
- Solder

- Solder gun
- Flux
- Wire strippers
- Something to use for pulling wires if needed (3 – 4 foot maximum)
- 18 gauge wire (variety of colors) – necessity is dependent on GO device installation location, to extend auxiliary harness wires

Professional Installation of Hardware - If your proposal includes Professional Installation, Tyler will work with our installation vendor and Client to schedule the training and installation. There is a maximum of 5 people allowed per training session and a total of four (4) to eight (8) contract hours of training are required. Additional training sessions can be purchased if there are more than five (5) people at the Client who need training. Client will make available at least one (1) vehicle for each type of installation.

As part of training, district staff members will perform installation of GPS devices and related accessories, under the direction of Tyler's installation vendor. Training should take place in a shop or bus yard, whichever is conducive to weather conditions.

Training on Geotab and Versatrans Onscreen Software

Once hardware is installed, professionally or by Client, Tyler will provide training in the use of the Geotab and Versatrans Onscreen software. Up to five (5) Client employees may attend the training. Additional training sessions can be purchased if there are more than five (5) people who need to receive training. Training is delivered online on weekdays, unless the parties agree to other arrangements. It is understood that the effectiveness of training depends upon continuous attendance by all trainees, minimal interruption, and the availability of one or more client computers fully equipped to run the Tyler Software Products.

Training does not include installation services such as disk formatting, installing operating systems, installing non-Tyler software, equipment repairs or adjustments other than the GPS hardware that is being installed, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.



Exhibit E
Schedule 1
HERE End User Terms

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or Archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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Exhibit E
Schedule 2
Professional Hardware Installation Terms

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3rd Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3rd Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During Installation, Client will have personnel available to move vehicles if necessary.

Tech-Day Rate

\$900 per tech per day, plus travel expenses



Exhibit E
Schedule 3
Return Merchandise Authorization Process

GPS:

Tyler will provide advanced replacement of Geotab hardware devices covered under the Geotab warranty program, set forth in Exhibit D, Schedule 3. When an RMA is needed, Tyler customer support will arrange to have a replacement unit sent out in advance of Client returning the defective unit.

Client will contact Tyler Technologies customer support at 800-775-5556 for any telematics device-related issues. Tyler customer support will troubleshoot the devices to determine the best course of action. If it is determined that an in-warranty device must be replaced, an RMA number will be issued and a replacement device will be sent out to the customer-specified location. Tyler will not charge Client for outbound shipping of replacement hardware. Inbound shipping of the warranted unit is the responsibility of the Client.

Return shipping instructions will be provided to Client by Tyler for the inoperative device. Client must return the defective unit within thirty (30) days of receiving the RMA confirmation. Installation services for the replacement hardware are not included. Quotes for installation services will be provided by Tyler upon request. Upon request, Tyler customer support will assist Client with setup of the replacement hardware in the software once installed.

Returned hardware will be tested and examined by Geotab to determine the applicability of the Geotab hardware warranty. If the returned hardware is determined to be uncovered by the applicable warranty for any reason, Client will be notified by Tyler. If replacement hardware is not covered, or if the defective unit is not returned within thirty (30) days, Tyler will invoice Client for the replacement hardware at Tyler's then-current rates. Payment is due within thirty (30) days of invoice.

Tyler Drive:

Advanced Unit Replacement (AUR)/RMA Process - Tyler will provide Advanced Unit Replacement (AUR) of tablets covered under the warranty program. When an AUR is needed, Tyler customer support will arrange to have a replacement unit sent out in advance of client returning the defective unit.

Client will contact Tyler Technologies customer support at 800-775-5556 for any tablet-related issues. Tyler customer support will troubleshoot the tablet to determine the best course of action. If it is determined that an in-warranty device must be replaced, an AUR number will be issued and a replacement device will be sent out to the customer-specified location. Tyler will not charge client for outbound shipping of replacement tablet. Inbound shipping of the warranted tablet is the responsibility of the client.

Return shipping instructions will be provided to client by Tyler for the inoperative device. The Advanced Unit Replacement (AUR), a replacement tablet will be shipped via overnight delivery to the address provided by



client. Client will return the failed tablet (per the provided shipping instructions), including the SIM, in the same box it was received, for testing. Client must return the defective unit within thirty (30) days of receiving the AUR confirmation. Installation services for the replacement hardware are not included. Quotes for installation services will be provided by Tyler upon request.

Upon request, Tyler customer support will assist client with setup of the replacement tablet(s).

Returned hardware will be tested and examined to determine the applicability of the tablet warranty. If the returned tablet is determined not to be covered by the applicable warranty for any reason, client will be notified by Tyler. If replacement hardware is not covered, or if the defective unit is not returned within thirty (30) days, Tyler will invoice client for the replacement hardware at Tyler's then-current rates. Payment is due within thirty (30) days of invoice.



Exhibit E
Schedule 4
Wireless Carrier & Equipment Provider Terms

Tyler Drive Hardware Terms and Conditions

1. **Warranty.** Tyler warrants the Tyler Hardware Products to be free from defects in workmanship and material, under normal use and service conditions for a period of one (1) year from date of purchase. Tyler's obligation under this warranty is limited to repairing or replacing, at Tyler's option, the product through one of its authorized service centers. This warranty will automatically be voided if the product is abused, or improperly or abnormally used. No other warranty beyond that specifically set forth above is authorized by Tyler.
2. **Installation and Acceptance.** Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Tyler Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Tyler Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the Tyler Drive tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Client's use of the Tyler Drive tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

3. **Disclaimer of Liability.** In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the operation of the vehicle on which the Tyler Drive tablet is installed. Client's installation and use of such Tyler Drive tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. **Disclaimer for Installation of Tyler Drive Tablet.** In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the Tyler Drive tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Your use of the Tyler Drive tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
5. **Site Requirements.** Client shall provide a suitable environment, location and space for the installation

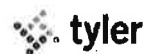
and operation of the Tyler Hardware Products.

Tyler Drive Software Terms and Conditions

1. Client's use of the Third Party Software is restricted to executable code.
2. Client is prohibited from (i) transferring the Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Third Party Software or using for commercial network services or interactive cable or remote processing services.
3. Title to the Third Party Software shall not pass to Client or any other party.
4. Client is prohibited from reverse engineering, disassembling, or decompiling the Third Party Software and duplicating the Third Party Software except for a single archival copy. Reasonable Client backup copies are permitted.
5. To the extent permitted by applicable law, the software developer's and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Third Party Software including, but not limited to, liability for use of Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
6. Client, at the time of termination of its Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Third Party Software and Documentation.
7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
9. All terms in the software developer click-through License Agreement (E204 and E300) included with Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Third Party Software.
10. Tyler may terminate Client's license in the event Client uses the Third Party Software separately from the Tyler Software Products, and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Third Party Software.
11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
12. Tyler is prohibited from providing Client with updated versions of the Third Party Software in Tyler Software Products.

Tyler Drive Wireless Service Terms and Conditions

1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Client.
2. A mobile telephone number may be changed, reassigned or eliminated upon reasonable notice to Client



under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.

3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to register on the wireless provider's network.
5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.
6. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:
 - A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;
 - B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.
 - C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each

applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.

10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
11. In order to protect the wireless provider's network, operations and other customers, wireless provider may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on wireless provider's network, operations or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.

Hardware Maintenance Services

The Maintenance Agreement for software is effective upon installation of the Tyler Hardware Products and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.

1. **Maintenance Services Terms, Conditions, Limitations and Exclusions.** For as long as a current Maintenance Agreement is in place, Tyler shall:

In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Hardware Products to the applicable warranty under this Agreement. If Client modifies the Tyler Hardware Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend services if Client fails to pay undisputed Hardware Maintenance Fees within sixty (60) calendar days of the due date.

2. **Client Responsibilities.** Client shall provide, at no charge to Tyler, full and free access to the Tyler Hardware Products if required including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
3. In the event Client terminates this Agreement prior to twenty-four (24) months from the Effective Date, Client will pay Tyler an early termination fee equal to Fifty Dollars (\$50) per Tyler Drive device. In the event Client subsequently elects to contract with Tyler for support on Client's Tyler Drive devices, Client will be liable to Tyler for back maintenance fees from the date of termination and a reactivation fee per device at the then-current rate.
4. The year one (1) Tyler Drive hardware support term for professionally-installed devices shall commence on the earlier of i) ninety (90) days from shipment of the Tyler Drive devices to Client; or ii) installation of the Tyler Drive devices.



Exhibit E
Schedule 5
Geotab Equipment Warranty

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program, but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services or items. Client may need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, Internet access, internet or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE



ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.

Enclosure #5B.iii
ACCEPTANCE OF DONATION
Toyota / Community Relations & Corporate Communications, Donor
Meeting of 4/8/2019
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

Toyota Motor Engineering & Manufacturing North America Inc. | TMNA Research & Development HQ | Community Relations and Corporate Communications has donated laptop computers, exclusively for use by YCS teachers. Our donation of 25 laptops was received on March 22, 2019 and plans are for additional rounds of donations in the coming year. The donation amount of the laptops received is valued in excess of \$1,000.

Technology Director Nik Jackson states the current deployment plan, if approved, will begin at Holmes and will then move to the remaining preschool and elementary schools. Our LEA Technology team, is responsible for ongoing maintenance, operational support and operating system and other software licensing.

Proposed Motion

" move that the Board of Education accept the donation of 25 laptop computers, valued in excess of \$1,000, from Toyota Motor."

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

Enclosure #5B.iv
APPROVAL OF CONTRACT PROPOSAL, P.I.C. Staffing
Meeting of 4/8/2019
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> <i>Ayes</i> _____ <i>Nays</i> _____		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

Representatives of P.I.C. Staffing/Detroit, President Colleen Brewer and co-worker Larry, gave a presentation to the Board at our March 18, 2019 meeting. The goal of P.I.C. Staffing is to provide a community kitchen, providing the community with space for meetings, special events, cooking classes and more.

This contract is for a term of April 8, 2019 – April 8, 2021, with a 2-year renewal. P.I.C. Staffing intends to use the premises of the middle school kitchen | Willow Run campus.

Proposed Motion

“ move that the Board of Education approve the contract with P.I.C. Staffing for space at the middle school kitchen / Willow Run campus for a contract term of April 8, 2019 – April 8, 2021, with a 2-year renewal.”

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

Per the contract, fees are: “All PIC’s services will be 30% of gross revenues to be billed monthly with the following terms.” Please refer to the contract for the terms.

Attachments:

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



2934 Russell St.
Detroit, MI 48207
248.977.7368

Proposal between P.I.C. Staffing Inc. and Ypsilanti Community Schools

P.I.C. Staffing Inc. (PIC) is proposing to provide oversight services to Ypsilanti Community Schools "YCS" to manage the Willow Run Middle School kitchen and cafeteria as a community kitchen (Rosie's Community Kitchen). The goals of the kitchen are to enhance the community in several different ways. The kitchen will offer a space for start-up food businesses to launch their dreams, in turn creating jobs. It will inspire a home cook by taking a cooking class or attend a popup dinner. The cafeteria space can be offered as a meeting space or a fundraiser to area non-profits. An entrepreneur class to be developed at the high school level to expose students on how to start a small food business.

Programs

Special events space

Extra revenue streams are from the usage of the cafeteria located next to the kitchen and/or the gym area. These spaces are rented as the space or with kitchen usage with a list of approved licensed caterers. List of caterers will take time to establish. Groups that are ideal for this space are non-profits hosting fundraisers, various size meetings, small trade shows, weddings, showers just to name a few.

Pop up dinners

Pop up dinners are rented space by a licensed chef who wishes to host a special one-night dinner. This is an event space rental along with a kitchen rental. Pop up dinners are viewed as a private event hosted by the individual chef, it is their responsibility to market and fill their seats for the dinners.

Cooking/Baking Classes

Chefs in the community will rent kitchen time and set up classes on a regular basis, which are offered to the community. The frequency will be dictated by the interest of the community.

Concessions at events

At events such as basketball games or swim meets a concessions opportunity will be offered to the Makers or Food truck operators to sell concessions at the games. A separate rate will be set up for a space rental for such opportunities. It will give an opportunity for our renters to showcase their products, furthering their success.

Entrepreneur class

Class offered to high school students to develop a product and start a company that can be carried on after class and/or graduation. This concept will need to be developed with PIC and YCS staff. Students will be able to dream up a product, start a business, design packaging, get label approval through the MSU product center, get approved through the MDA to start production. Depending on the class they might be able to pitch their product to local grocery stores and even produce for sale.

School lunch program

Work with YCS to explore other school breakfast/lunch providers for better options of a nutritious breakfast and lunch to include a smooth role out or possible education to the students about what they are eating. The goal for this program is to increase the number of students receiving lunch, in turn making them better students. Having meals available that are not only nutritious but are meals that the students had a say in the choices offered to them will increase those numbers.

Shared kitchen rental to makers

A shared kitchen is a space that is rented to food entrepreneurs, called Makers, who rent the ideal space for start-up businesses. It is meant for each Maker to grow their business in approximately a 2-5-year term where they can grow and move onto the next stage of their business. Makers rent time in the kitchen, and space to store their equipment and goods. Each business is very individualized on how much time and space is needed to run their business, and how fast they scale up. This is a key component, in off setting the community engagement programs and entrepreneur class, keeping them at a lower cost to run in turn offering a lower rate to attend events and involving more people.

Food truck commissary

Food trucks need a commercial space to store food that is not on their trucks, also a space to clean their equipment and store their trucks. All trucks will need a secured parking lot that is locked and monitored. They will have reefers (Refrigerator units located on the outside of the trucks) and propane tanks that are high theft items. Most trucks will need parking with electrical that can be rented at a higher rate. Some trucks will rent storage space, and some will rent the kitchen for prepping food items. Access to the sinks to clean equipment will be included in their monthly parking rental. This is also a key program contributing to offset the prices of the community events and entrepreneur class.

P.I.C. Staffing's Roles and Responsibilities

- Management of kitchen supplies.
- Monitoring of tenant compliance for the kitchen, use to include policies and procedures and maintain relevant records to meet all federal, state, and local codes.
- Maintain and update, as needed, all kitchen logs to include but are not limited to: cooler temperatures, waste, cleaning and small ware inventory.
- Assist with training and development of kitchen tenants on equipment use and food safety regulations.
- Management of scheduling, reservation, record systems, pass codes and access of tenants.
- Manage relationships between service providers, partners, and contractors.
- Schedule of all events that include the kitchen, cafeteria and coordination with other parties of shared spaces such as the gym.
- Schedule for the kitchen.
- Management of The Food Corridor Site that includes updating all necessary documents to include licenses, health inspection reports, insurance and food manager certificates for each renter.
- Oversee the payment of all renters and making sure payment methods are up to date.
- Manage any suspensions that may occur due to misuse, missing payment, expired documents, etc...
- Seeing that the kitchen is kept clean by holding renters responsible to the kitchen standards that PIC Staffing has established. Hiring a 3rd party cleaning company to deep clean on a periodic basis.
- Alert YCS Facilities of any building, equipment or renter problems that may arise so that they can be addressed in a quick and speedy manor by YCS or PIC Staffing.
- Financially responsible for the following:
 - MDA License fee
 - Website, or other related advertising cost
 - Phones, computers, printers as provided by PIC

Ypsilanti Public School's Roles and Responsibilities

- Procurement and maintenance of all equipment
- Maintenance of all building repairs to include food truck parking area
- Set up, break down and clean up after special events
- Financially responsible for the following:
 - All Utilities
 - Maintenance of equipment to include monitoring systems
 - Ongoing vendor services such as Linen, Pest control, Chemicals, etc
 - Equipment to include small wares
 - Inspections, cleaning and maintenance of hood systems and fire suppression systems
 - Periotic deep cleaning

Fee's

All PIC's services will be 30% of gross revenues to be billed monthly with the following terms.

Terms and Reporting

- This contract is for the term April 8th, 2019 through April 8th, 2021, with a 2-year renewal.
- All Renters will schedule and pay through The Food Corridor website via STRIPE where a report will be pulled and shared with YCS monthly. The report will be followed with an invoice for services provided.
- PIC will have control over the following spaces: Entire Kitchen Area, Cafeteria, Storage room located in the kitchen, Mop Room, Storage room located next to Mop room, Hallway in between mop room and the kitchen, Kitchen office and Kitchen bathrooms, Bus lot for Food trucks.
- YCS will be allowed to use the Cafeteria for events on a first come first serve basis, so if no one has booked the room before them.
- YCS will be permitted to use the kitchen for events with a small cleaning fee of \$50.
- PIC reserves the right to charge whatever fees the market dictates for the usage of the space to the renters.
- PIC reserves the right to offer the cafeteria to certain groups in the community for a discount or at no fee as long as it is not booked.
- YCS agrees not to take over any part of PIC Food Safety Inc or P.I.C. Staffing unless expressly mutually agreed upon. YCS will refrain from allowing any food safety company other the P.I.C. Food Safety to teach on any of its properties.
- Any actions or lack of actions by YCS or PIC that would compromise or jeopardize their great reputations for being the safest management company and food safety organizations may be considered a breach of contract. Both YCS and PIC reserve the right to cancel services at any time for any reason.
- PIC Staffing is contracting with YCS as a management firm; in no way is PIC Staffing liable for any actions or inactions by YCS or its staff.

Colleen Brewer, Date
President – PIC Staffing

Alena Zachery-Ross Date
Superintendent
Ypsilanti Community Schools– YCS

Enclosure #5B.i
APPROVAL OF SUPERINTENDENT CONTRACT
Meeting of 4/8/2019
Presented by Dr. Celeste Hawkins
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

It is recommended that the Board of Education approve the proposed YCS contract for Superintendent Alena Zachery-Ross. Mrs. Zachery-Ross is currently Interim Superintendent through June 30, 2019.

Proposed Motion

“ move that the Board of Education approve the YCS Superintendent contract for Alena Zachery-Ross.”

Budget Impact: ☐ None ☒ As follows:
 General Fund

Attachments:

☐ Enclosed ☐ Issue Study Enclosed ☒ To Be Distributed by Board President ☐ None

Enclosure #5C.ii
APPROVAL OF ADMINISTRATIVE CONTRACT
Assistant Superintendent of Curriculum & Instruction
Meeting of 4/8/2019
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	Gillian Ream Gainsley	Ellen Champagne	Sharon Lee	Meredith Schindler	Maria Sheler- Edwards	Celeste Hawkins
	1 st /2 nd							
	Aye							
	Nay							
	Abstain							

Rationale/Background Information

The hire of Dr. Carlos Lopez as our Assistant Superintendent of Curriculum and Instruction is presented for Board consideration. Dr. Lopez's proposed contract would be effective with a start date "to be determined" and a contract expiration date of June 30, 2019.

Proposed Motion

" move that the Board of Education approve the administrative contract with Dr. Carlos Lopez to serve as Assistant Superintendent of Curriculum and Instruction with a start date "to be determined" and a contract expiration date of June 30, 2019."

Budget Impact: ☐ None ☒ As follows:
General Fund

Attachments:

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

Dr. Carlos Lopez

Assistant Superintendent of Curriculum and Instruction

*Integrity * Collaboration * Vision*

Dedicated, student-centered, and innovative transformational leader with a proven record of leadership excellence as demonstrated by high student achievement, strong community support, sound fiscal management, and applying best practices in developing a workforce of leaders that work together to achieve unprecedented results. Possesses keen interest in processes, systems, and results, and a reputation for managing adversity and improving school climate. Career includes 16 years of successful central office experience, 8 years building leadership, complemented by 6 years of best-practice classroom instruction. Proven ability to effect change and drive continuous school improvement as evident by results.

Core competencies include:

Student Growth and Achievement	Instructional Leadership, Mentoring & Growing Leaders	Job-Embedded Professional Development	Creating a People-Centric Organization for Success	Performance Evaluation & Professional Growth Plans
Program Development and Strategic Innovation	Systems of Support and Culturally Proficient Instruction	Systemic Change and Supervision	Organizational Management and Sustainability	District Compliance, Budget & Fiscal Management
English Language Learners Proficiency Development	Curriculum, Instruction & Assessment	Excellent Written and Verbal Communication Skills	Assessment and Accountability	School Improvement Process
Community Engagement and Active Participation	Personnel Administration	Recruitment, Induction, Orientation & Onboarding	Human Resources & Labor Relations	Collective Bargaining Experience

Leadership Experience

Plymouth-Canton Community Schools - Comprehensive public school district with annual budget of \$153M; 1,967 employees across 24 buildings; annual graduation rate of 89.59%.

Director of Equity and Assessment / Director of Curriculum, Instruction and Assessment

2015 - Present

Oversee all aspects of deep equity work around *excellence, voice* and *access* for all including district culturally proficient instruction work, district restorative practices work, district-wide section 504 work, district wide K-12 assessment work, district open education resources and online work, district VAPA curriculum, instruction and assessment work, district acquisition and inventory of K-12 instructional materials work, and grant writing. Career highlights:

- Continue to lead teams of content-area specific teachers in the development of the District's K-12 Standards-Based Curriculum.
- Continue to lead the vision and strategic direction for the district's curriculum, instruction and assessment aligned with long term strategy to improve student achievement aimed in closing the achievement gap between racial, ethnic, economic, and other key subgroups.
- Coordinated the annual *Culturally Proficient Instruction Conference*, ensure that *deep equity work* around *excellence, voice* and *access* for all is part of our daily work, infused culturally responsive teaching as a district standard of operation, and facilitated leaders to infuse these core ideas in their daily lessons, practices, thinking and actions.
- Worked alongside K-12 principals to interpret student achievement/growth assessment data to close the achievement gaps among our subgroups.
- Coordinated, mentored and coached administrators through professional development in the areas of professional dialogue, data talk, data walks, data walls, and case management strategies.
- Assumed a leadership role in the development, implementation, and monitoring of standards-based curricula and assessments.
- Secured over \$785,000 in grants to improve instruction and the quality of learning for students.
- Coordinated the annual Culturally Proficient Instruction Conference, the Art Show, and the Philharmonic Orchestra Concert for students and staff.
- Infused a growth mindset model expectation to all our professional development opportunities that reinforce the following five key pillars: *love for learning, voice, thinking about your thinking, asking great questions, and considering multiple perspectives.*

- Led teams of content-area specific teachers in the development of the District's K-12 Standards-Based Curriculum in all content areas.
- Led the vision and strategic direction for the district's curriculum, instruction and assessment aligned with long term strategy to improve student achievement aimed in closing the achievement gap between racial, ethnic, economic, and other key subgroups.
- Coordinated, mentored and coached administrators through professional development in the areas of professional dialogue, data talk, data walks, data walls, and case management strategies.
- Led the P-CCS curriculum textbook adoption and course development process in multiple content-areas and settings.
- Successfully served as the District's Testing Coordinator for all District and State Assessments during the 2015-2018 school year.
- Planned and carried out district-wide program of curriculum review.
- Developed the budget that funds all curriculum initiatives and professional development activities for staff.
- Working with Wayne RESA in a Third Grade Legislation Committee to develop support materials that will be used by other school districts in meeting compliance with the new Third Grade Legislation.

Charter Schools Experiences: *Escuela Avancemos! Academy* - Comprehensive K-5 public school academy with annual budget of \$2M; 25 employees across 1 building and *Experiencia Preparatory Academy* - Comprehensive K-12 public school academy with annual budget of \$3M; 50 employees across 1 building.

School Leader / Superintendent

2012 - 2015

Managed day-to-day operations including teacher evaluation, staff assignments, student schedules, student discipline, parental/community involvement, and supervision of all school activities. Began as the school Leader as well as superintendent of two different public school academies.

- Increased student achievement in reading and mathematics by 50% in using NWEA / MAP Assessments in one year by implementing the *Success for All* reading program with fidelity.
- Led a successful turnaround initiative that resulted in the continuation and operation of the school.
- Developed the Staff Handbook for adult accountability and designed a process for staff communication.
- Led a high performing team in designing a Schoolwide Title I School Improvement Plan for Success that resulted in improving student learning and achievement of all subgroups.
- Developed a multi-year staffing model and embedded compensation strategy.
- Developed a comprehensive Employee Recruitment and Hiring Handbook, supporting documents, a Family Handbook, and the Student Code of Conduct Handbook.

River Rouge School District - Comprehensive public school district with annual budget of \$14M; 120 employees across 3 buildings; annual graduation rate of 80%.

Superintendent with Human Resources Responsibilities

2008 - 2012

- Increased student achievement in grades 3-8 for those students who have been enrolled in our district for three or more by 6% in reading and 8% in mathematics.
- Designed a cost-effective staffing model, by leveling classroom, outsourcing services, and hiring highly qualified staff.
- Designed the District's Blueprint for Success – 5 Year Strategic Plan to strategically raised student achievement through clear metrics for success.
- Designed an administrative walkthrough process and evaluation instrument to assist with daily classroom monitoring and get principals into our classrooms.
- Responsible for providing the vision and strategic direction for the district's curriculum, instruction and school improvement initiatives, aligned with long-term strategy to improve student achievement targeted to narrow the achievement gap between subgroups.
- Directed the operation, planning, development, improvement, and administration of all assigned central office programs in support of the district's mission to increase student achievement for all.
- Mentored and coached administrators through professional dialogue, data talk, data walks, data walls, walkthroughs, cognitive coaching, and by providing on-site long-term job embedded professional development opportunities through a performance management approach.
- Coordinated the teacher and principal evaluation processes.
- Collaborated with the District-Level Leadership Team in designing a comprehensive high reliability Teacher Evaluation, Principal Evaluation, Central Office Personnel Evaluation, and Superintendent Evaluation instrument that was aligned to a student growth model.
- Served as the Community Liaison for the district.
- Developed a budget within allocated funds that assured fiscal responsibility and staff allocations for all instructional programs.
- Formulated decisions based on facts, input and data that support positive student and community growth – decisions that are based on what is best for all children.
- Served as the District's lead school safety officer and chair of the District's crisis response team and plan.



- Completed the District's Annual Education Report.
- Designed an administrative walkthrough process and evaluation instrument to assist with daily classroom monitoring.
- Collaborated with the District-Level Leadership Team in designing a comprehensive high reliability Teacher Evaluation, Principal Evaluation, Central Office Personnel Evaluation, and Superintendent Evaluation instrument that was aligned to a student growth model.
- Coordinated \$3 Million in budget reduction district-wide since 2009 while staying as far away from the classroom as possible.
- Outsourced custodial and maintenance as a cost-saving measure.
- Negotiated a 3 years 15% reduction in pay and pay freeze, health care cap, and other concessions.
- Explored cost-effective measures throughout the district (shared services, privatization, staff reductions, delay spending, use of technology for efficiency, making sound investments).

Assistant Superintendent for Curriculum & Instruction

2005 - 2008

Oak Park Public Schools - Comprehensive public school district with annual budget of \$47M; 300 employees across 7 buildings; annual graduation rate of 83%.

- Led a team of 100 district-wide professionals in adaptive work around standards-based teaching that contributed to an overall increase of 10% in our math test scores in two years.
- Led the development and implementation of data monitoring and long range planning for the Division of Curriculum, Leadership and School Quality.
- Served as the Chief Academic Officer responsible for providing leadership and accountability for academic services and performance, vision, and strategic direction for the district's curriculum, instruction and assessment.
- Coached, mentored, supervised, and evaluated a cadre of school and central office administrators.
- Supervised the operational and academic management of the district schools with rigor, integrity, and results.
- Served as the Director of Specialized Student Services, Director of Title I/School Improvement Initiatives, and the Director of World Languages / ESL Programs.
- Facilitated and supported job-embedded professional development for all principals and teachers.
- Served as a member of the Superintendent's CORE team, represented the district at appropriate association meetings and conferences and stood in for the Superintendent when needed.
- Facilitated the School Board in crafting and adopting new policies and worked closely with staff to design administrative procedures to ensure the successful implementation of the policies adopted by the School Board.
- Worked closely with all Principals and Directors to ensure full implementation of the District's long-range instructional goals to improve instructional outcomes as measured by state and national standards.
- Collaborated with principals in the development and implementation of schools and district Comprehensive Improvement Plans.
- Assisted with all assessment and accountability programs, data analysis and interpretation.
- Worked cooperatively with leaders of other administrative divisions in integrating and coordinating efforts into a unified program for the district.
- Served as Chief Negotiator for the Oak Park School District and negotiated multiple contracts during the 2005-2006 school year.
- Served as the Human Resource Officer for eight months and was directly responsible for laying off staff, developing a cost-saving staffing model, staffing classrooms, and hiring highly qualified staff.
- Led a team of 100 district-wide professionals in adaptive work around standards-based teaching that contributed to an overall increase of 10% in our math test scores in two years.

Executive & Divisional Director, Principal, and Assistant Principal

1994 - 2005

Detroit Public Schools - Comprehensive public school urban school district with annual budget of \$646M; 15,535 employees across 97 buildings; annual graduation rate of 64.7%.

Divisional Director Office of Bilingual Education

2002 - 2005

Executive Director for Student Achievement

2000-2002

Principal & Assistant Principal

1994 - 2000

- Supervised the daily operations and management of the District's Office of Bilingual Education and Related Programs.
- Led a cohort of 200 district-wide bilingual and ESL teachers through three-year job-embedded professional development institute that prepared urban teachers to learn how to teach culturally and linguistic students through a standards-based approach.
- Led a partnership with WSU and DPS in certifying and developing 30 teacher leaders in becoming certified as school administrators in Michigan.
- Led a partnership with WSU and DPS in preparing 50 teacher leaders in getting an ESL and/or Bilingual Endorsement.

- Prepared, mentored, supervised, and monitored a cadre of thirty principals in leading their buildings as true instructional leaders responsible for increasing student achievement.
- Convened PreK-12 Vertical Articulation Meetings to ensure alignment and open communication between schools.
- Collaborated with Divisional Directors and Curriculum Department Directors in designing, implementing, and providing principals with quality leadership training using the *Baldrige Performance Excellence Framework* for Success.

Teaching Experience

Teacher Leader

1985 – 1994

Served as a **Teacher and Teacher Leader** at Detroit Public Schools in Detroit, Michigan

College Instructor

1985 - 1989

Served as a **University Instructor** in the College of Education at Wayne State University, Detroit, Michigan

District-Level Leadership

Chaired the Instruction & Curriculum Review Team
 Chaired the Bargaining Sessions for Multiple Contracts
 Chaired the School Improvement Team
 Chaired the Professional Development Committee
 Chaired the Instructional Policy Council
 Chaired the Discipline Committee
 Chaired the Multi-Tier System Support, Response to Intervention and Case Study Committee
 Chaired the Budget Development Committee
 Chaired the School Safety and Operations Committees
 Chaired the Teacher and Principal Evaluation
 Chaired the Marketing & Recruitment Committee
 Chaired the Grant Writing Committee
 Chaired the Community Engagement Committee

Community Activities & Professional Organizations

Michigan Association of School Administrators
Michigan Association of School Boards

Education & Certification

Education

Ed.D. Education Administration and Curriculum and Instruction, Wayne State University, Detroit, MI, 1990

Master of Arts in Teaching, Wayne State University, Detroit, MI, 1985

Bachelors of Science, Wayne State University, Detroit, MI 1983

Certification

Specialty – Superintendent (AW) Expires: June 30, 2019

Elementary and Secondary Administration K-12 (ES) Expires: June 30, 2019

Specialty – District Level Supervision and Evaluation (AF)

Central Office Permanent Teaching Certification (K-8)

Michigan Bilingual / ESL Endorsement (K-9)

2012 – **Michigan Future Schools Leadership Network**

2011 – **SUPES Academy Chicago**, PROACT Search

2008 – **Courageous Journey Superintendent Academy**, MASA Academy

2007 – **SUPES Academy Michigan**, Michigan Leadership Academy



2005 – *National Academy for Superintendents*, Ohio State University

Technology

Windows, Apple Operating Systems, AppliTrack, MDE Assist, MS Office, NWEA, MI-School Data, BAA, College Board, Google docs, and Google Classroom.

Interests

Family / Running / Weight Lifting / Walking / Reading

Other Skills

Bilingual – *Fluent in English and Spanish*

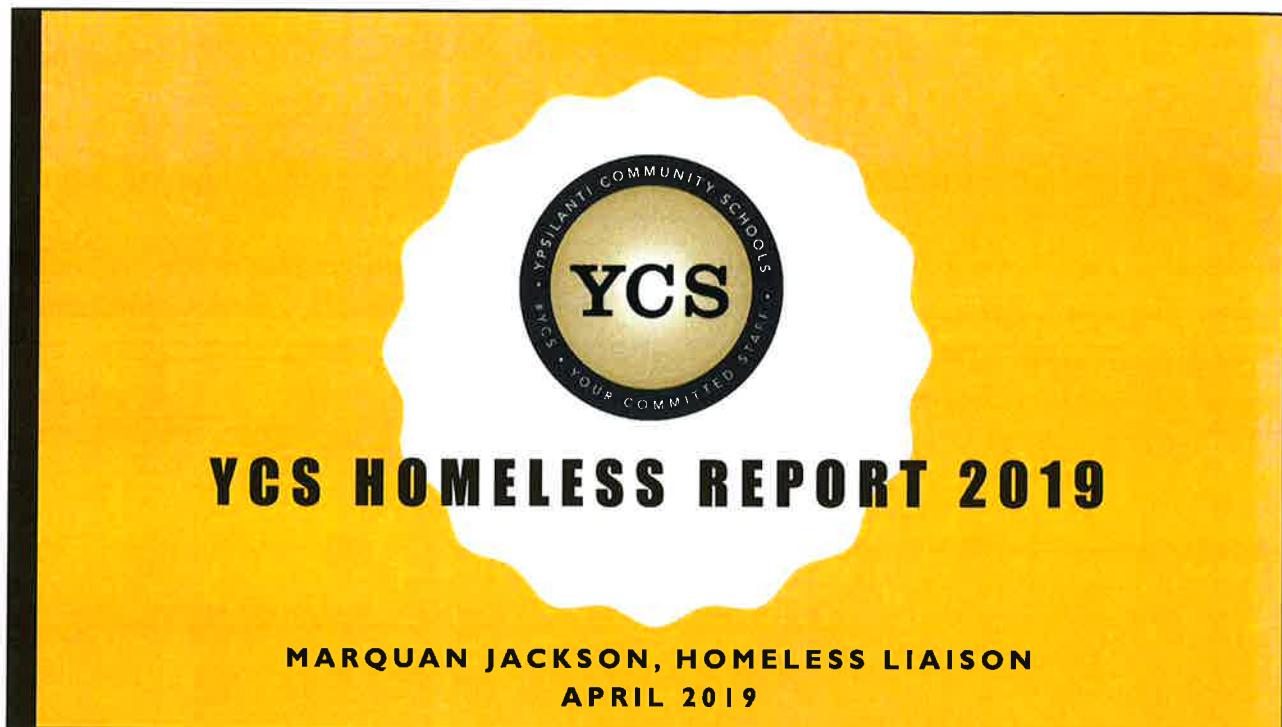
Deep Equity Work Experience – *Advocate for Excellence, Voice and Access for ALL Learners.*

Reflective Leader - *Lead Success Leadership Team by Asking Great Questions and Listening to What they Have to Say.*

Strong Community Organizer Competencies and Skills – *Advocate for strong family and community engagement in our schools.*

Strong Executive Leadership Skills – *Thinking and Acting Strategically – Having a clear vision of where we are, where we need to be, and what it will take to get us there.*

A Self-Regulated Learner that is **Approachable**, an **Effective Listener**, a **Quick Learner**, **Knowledgeable about District Issues**, **Proactive** and **Collaborative**.



CONTEXT-HOUSING AFFORDABILITY

- The one thing that all people experiencing housing instability have in common is the lack of affordable housing. Washtenaw County has the most expensive [housing market](#) in the state of Michigan. In Washtenaw County, the standard cost (Fair Market Rent or FMR) of a two-bedroom apartment is **\$1,025/month**. According to the most recent [National Low-Income Housing Coalition's report](#), in order to be able to afford that, a person would need to be earning at least **\$19.71/hour**. If working at minimum wage (**\$8.90/hour**), a person would have to work approximately **89** hours per [week](#) (that's over 2 full-time jobs) to afford a two-bedroom apartment.
- In Michigan, 62 percent of jobs pay less than \$20 per hour, with two-thirds of those paying less than \$15 per hour.



SOURCE: <http://www.whalliance.org/facts>

ROOT CAUSES OF HOMELESSNESS

- **Poverty**, including the loss of resources caused by substance abuse, physical illness and mental illness
- **Violence**, including domestic and sexual violence usually directed against women and children
- **Racism** and other institutionalized prejudices
- **Class privilege** and discriminatory patterns of economic and social investments



THE MCKINNEY-VENTO ACT

- Homeless children and youth often have problems enrolling and participating in school. As a result, Congress passed the McKinney-Vento Homeless Assistance Act in 1987.

This law gives homeless children and youth the right to:

- Remain in the same school even if they move;
- Enroll in a new school without typically required records such as proof of residency, immunizations, school records, or other papers;
- Get transportation to school;
- Get all the school services they need; and
- Challenge decisions made by schools and districts.



McKinney-Vento
Serving Students In Transition