



Monday, July 15, 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

ACHIEVEMENTS, AWARDS AND RECOGNITION

- *Priya Nayak, Director of Business & Finance*
Earned Michigan School Business Officials "Business Office Specialist Certification"

II. ACCEPTANCE OF AGENDA

III. PRESENTATIONS

- A. Performance Management, *Blueprint & NWEA* (Enc. #1)
 - *Dr. Carlos Lopez, Assistant Superintendent*
- B. YCMS Reconfiguration Plan: *Dr. Carlos Lopez* (Enc. #2)
- C. English Language Arts Curriculum Consideration: *Dr. Carlos Lopez* (See #s 8 & 9)

IV. PUBLIC COMMENTS #1

V. CONSENT AGENDA (Enc. #3)

- A. June 24, 2019 Special Meeting | Budget Hearing Minutes
- B. June 24, 2019 Regular Meeting Minutes
- C. New Hires & Resignations
- D. Annual Contract Renewals: Apex Learning, Illuminate Education, Imagine Learning and NWEA

VI. ACTION ITEMS

A. Student Affairs

- i. Field Trip, *YCHS Marching Band* (Enc. #4)
- ii. Donation: 2020 Art Dep't Washington, D.C. Trip | *"Willa's Fundraiser"* (Enc. #5)
- iii. Donation: 2020 Art Dep't Washington, D.C. Trip | *Ypsilanti Rotary Foundation* (Enc. #6)
- iv. Head Start Grant Award, *2019/20* (Enc. #7)
- v. English Language Arts Curriculum, *HMH* (Enc. #8)
- vi. ELA Professional Learning Plan, *HMH* (Enc. #9)

B. Business/Finance

- i. **RESOLUTION:** School Bond Loan Revolving Fund Annual Application (Enc. #10)
- ii. **RESOLUTION:** General Appropriations | School Activity Fund (Enc. #11)
- iii. Waiver Form, *Ypsilanti Township* (Enc. #12)
- iv. InnoSynth Consulting Services (Enc. #13)

C. Human Resources

- i. **RESOLUTION:** Consideration of Elimination of Position/Non-Renewal (Enc. #14)

(continued on next page)

D. Other

- i. Donation: YCS Event Series Sponsorship - *The Ride, AATA* (Enc. #15)

VII. DISCUSSION: FIRST READ | NEOLA Policy Updates (Enc. #16)

VIII. PUBLIC COMMENTS #2

IX. BOARD MONITORING OF DISTRICT PERFORMANCE

- *Mary Kerwin, Facilitator | Senior Consultant, Michigan Association of School Boards*

X. BOARD OF EDUCATION SELF-ASSESSMENT: *Mary Kerwin, Facilitator*

XI. OTHER

XII. BOARD/SUPERINTENDENT COMMENTS

XIII. ADJOURNMENT

Performance Management Blueprint Progress

The following Professional Development resources have been most effective in raising student achievement during the 2018-19 SY:

- *Fountas and Pinnell LLI* Professional Development Program has significantly increased the achievement performance of our English language learners in grades K-5.
- *ILC Teams* Professional Development has positively impacted our district culture of collaboration and collegiality.
- *Cultural Competence* Professional Development has positively impacted our district culture of collaboration and collegiality.
- *Restorative Practices* Professional Development has positively impacted our district culture of building meaningful relationships with students.
- *Conscious Discipline* Professional Development has positively impacted how adults de-escalate conflict to help students resolve everyday challenges.

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Enc. #1

Performance Management Blueprint and NWEA

Dr. Carlos Lopez, Assistant Superintendent

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Performance Management Blueprint Progress

The following initiatives are working well for us at YCS:

- Having *Attendance Liaisons* that visit families daily to ensure regular attendance.
- Using *Restorative Practices* to teach students how to resolve conflict effectively.
- Using *Conscious Discipline* measures has helped teachers to solve conflict using effective strategies for building relationships with students and families.
- Use of *Culturally Responsive Teaching Practices* in our classrooms.

Performance Management Blueprint Progress

During the 2018-19 school year, every level of the district utilized the *MI Excel Blueprint Systemic Reconfiguration Framework* to equitably allocate district resources to support the diverse needs of our student population.

We saw evidence of how the *District Network* and *Building Network* utilized the problem-solving, communication, and performance management driver systems to build shared responsibility for driving performance throughout YCS.

The Fall to Winter NWEA Grades 1-10 Reading and Reading Results indicates that:

- During the 2017-18 SY the percent of students in grades 1 through 10 that were proficient in **reading** as measured by NWEA was 61%.
- During the 2018-19 SY the percent of students in grades 1 through 10 that were proficient in **reading** as measured by NWEA it was 51%.
- Observed growth in Reading between Fall 2018 to Winter 2019 in grades 1-10 was 0.80%.

Student Growth Summary Report

Aggregate by District

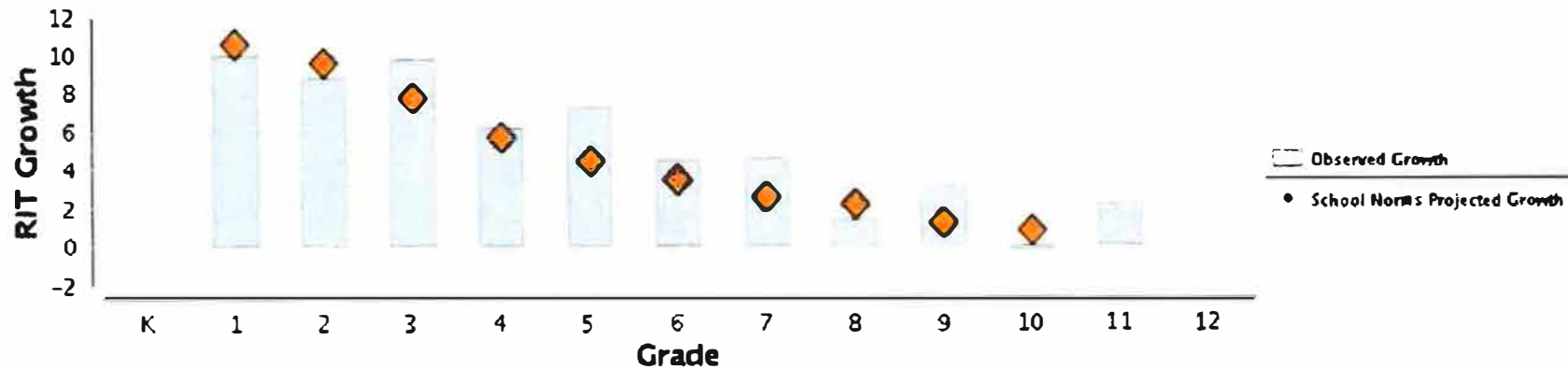
Term: Winter 2018-2019
District: Ypsilanti Community Schools

Norms Reference Data: 2015 Norms
Growth Comparison Period: Fall 2018 - Winter 2019
Weeks of Instruction: Start - 4 (Fall 2018) ^
End - 20 (Winter 2019) ^
Grouping: None
Small Group Display: No

Reading

		Comparison Periods								Growth Evaluated Against						
		Fall 2018			Winter 2019			Growth		School Norms			Student Norms			
Grade (Winter 2019)	Growth Count	Mean RIT	SD	Percentile	Mean RIT	SD	Percentile	Observed Growth	Observed Growth SE	Projected Growth	School Conditional Growth Index	School Conditional Growth Percentile	Count with Projection	Count Met Projection	Percent Met Projection	Student Median Conditional Growth Percentile
K	1	*			*			*					*			
1	224	151.9	13.0	7	161.9	15.5	6	10.0	0.7	10.8	-0.40	35	224	103	46	42
2	256	163.9	17.9	5	172.8	17.2	4	8.8	0.6	9.6	-0.47	32	256	109	43	37
3	233	174.1	15.8	2	183.8	16.4	4	9.8	0.7	7.8	1.66	95	233	120	52	49
4	235	186.3	17.2	3	192.5	16.3	4	6.2	0.7	5.7	0.56	71	235	108	46	44
5	214	194.2	16.6	3	201.4	16.3	9	7.3	0.6	4.4	2.79	99	214	134	63	60
6	133	193.8	17.5	1	198.3	17.0	1	4.5	0.9	3.5	0.94	83	133	57	43	39
7	152	199.4	18.4	1	204.0	17.7	2	4.6	0.8	2.6	1.88	97	152	86	57	55
8	77	203.5	15.7	3	204.9	16.9	3	1.4	1.2	2.2	-0.62	27	77	34	44	37
9	137	206.2	17.1	2	209.4	18.6	5	3.2	0.9	1.2	1.55	94	137	82	60	61
10	136	211.1	24.1	13	210.9	25.4	11	-0.2	0.9	0.8	-0.61	27	136	70	51	52
11	10	172.9	24.6	1	175.1	26.9	1	2.2	3.0				0			
12	6	*			*			*					*			

Reading



The Fall to Winter NWEA Grades 1-10 Reading and Mathematics Results indicates that:

- During the 2017-18 SY the percent of students in grades 1 through 10 that were proficient in **mathematics** as measured by NWEA was 59%.
- During the 2018-19 SY the percent of students in grades 1 through 10 that were proficient in **mathematics** as measured by NWEA was 55%.
- Observed growth in Math between Fall 2018 to Winter 2019 in grades 1-10 was 0.65%.

Student Growth Summary Report

Aggregate by District

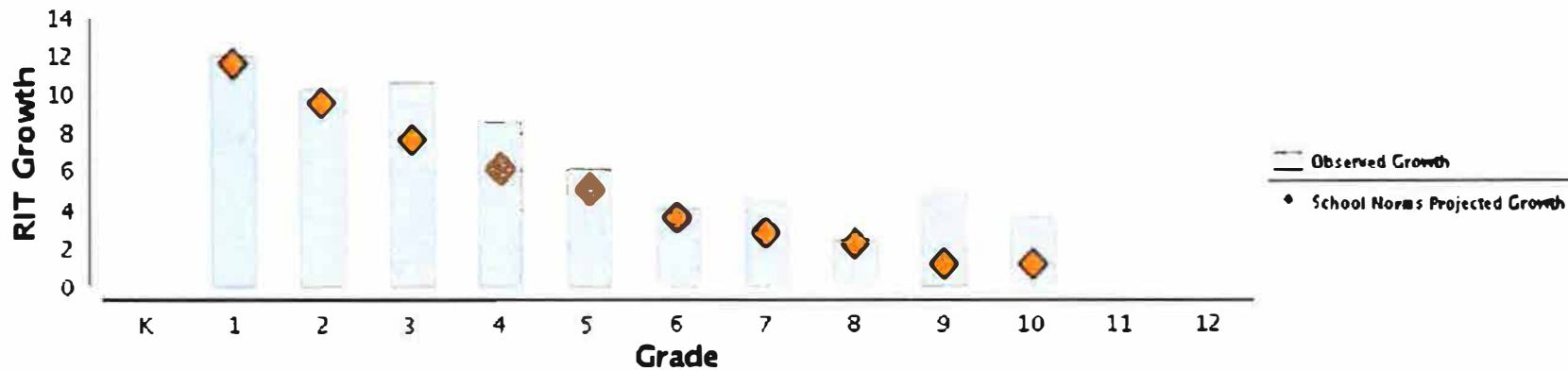
Term: Winter 2018-2019
District: Ypsilanti Community Schools

Norms Reference Data: 2015 Norms
Growth Comparison Period: Fall 2018 - Winter 2019
Weeks of Instruction: Start - 4 (Fall 2018) ^
End - 20 (Winter 2019) ^
Grouping: None
Small Group Display: No

Mathematics

		Comparison Periods								Growth Evaluated Against						
		Fall 2018			Winter 2019			Growth		School Norms			Student Norms			
Grade (Winter 2019)	Growth Count	Mean RIT	SD	Percentile	Mean RIT	SD	Percentile	Observed Growth	Observed Growth SE	Projected Growth	School Conditional Growth Index	School Conditional Growth Percentile	Count with Projection	Count Met Projection	Percent Met Projection	Student Median Conditional Growth Percentile
K	0	..			..			..					..
1	234	151.5	14.4	3	163.4	14.3	4	12.0	0.8	11.5	0.17	57	234	115	49	44
2	249	166.3	17.1	3	176.6	16.3	5	10.3	0.6	9.6	0.47	68	249	114	46	41
3	231	179.5	12.8	3	190.1	12.7	9	10.6	0.5	7.6	2.40	99	231	142	61	62
4	234	190.1	15.5	3	198.7	15.1	6	8.6	0.5	6.1	1.96	97	234	134	57	55
5	211	199.9	15.5	5	206.0	15.7	7	6.1	0.5	5.1	0.68	75	211	112	53	51
6	125	198.0	17.3	1	202.1	16.4	1	4.1	0.6	3.6	0.37	64	125	58	46	42
7	146	201.2	20.6	1	205.9	18.6	1	4.7	0.8	2.8	1.63	95	146	77	53	48
8	114	208.9	14.5	2	211.3	16.7	3	2.4	0.7	2.2	0.18	57	114	61	54	49
9	142	211.5	19.1	2	216.6	17.9	5	5.1	0.6	1.2	2.97	99	142	101	71	65
10	144	217.4	23.6	10	221.0	24.5	16	3.6	0.9	1.2	1.58	94	144	91	63	61
11	7	.			.			.					.
12	3	.			.			.					.

Mathematics



MI-Excel Blueprint *Saving Lives* Year 1 Reconfiguration Plan 2019-20

Ypsilanti Community Middle School

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Turnaround Practice 1 (Leadership, Shared Responsibility, and Professional Collaboration)

Our YCS Expectation: The school leadership will be deliberate, distributed, and laser focused on increasing student achievement at all times throughout the year.

- The District will intentionally employ an experienced instructional and results-oriented principal with a *Comprehensive Learning Plan* that can galvanized individual and collective responsibility for the improved achievement of all students through:
- An explicit focus on continuously improving instruction that involves regular structures for collecting and analyzing data that directly informs teacher-specific instruction around our vision for high quality instruction.
- Frequent and ongoing visits to classrooms that provide positive and useful feedback to teachers, as perceived by teachers using the YCS Vision for High Quality Instruction framework.
- Ongoing modeling of and support for a safe, orderly, and engaging environment for teachers and students.

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2019-20 Teaching and learning Focus

For the 2019-20 school year we will improve teaching by significantly advancing the learning for all students at YCS by *improving the quality of instruction* in all of our classrooms to reflect the following:

- Everyone will know what high quality instruction looks like, sounds like, and feels like at YCS and will ensure that this type of instruction is delivered daily to our students with fidelity.
- Every teacher will know, teach, and assess the non-negotiable (6-10) priority standards for the grade level they teach in reading and mathematics. These priority levels will be unwrapped in student friendly language so that teachers and students know what is expected of them.
- Every teacher will recognize the skill diversity in today's classroom and need for differentiated support and will have the support available to ensure that student academic needs are addressed.

2019-20 Teaching and learning Focus

For the 2019-20 school year we will improve teaching by significantly advancing the learning for all students at YCS by *improving the quality of instruction* in all of our classrooms to reflect the following:

- We will increase the number of students who can read and write effectively about both fiction and nonfiction text by nurturing a culture of thinking and asking questions throughout the District.
- We will increase the number of students who are proficient in mathematics and can use multiple discourse strategies to explain and provide evidence of their thinking when solving problems.
- We will increase the number of learners that can self-regulate their behaviors by focusing on relationship and community building so they can achieve at the highest level and manage complex tasks.

Turnaround Practice 2 (Intentional Practices for Improving Instruction)

Our YCS Expectation: Leadership has deployed a deliberate and resource-intensive focus on effective instruction throughout the school community.

- The building leadership will be expected to deploy teaming structures and deliberate, teacher specific practices for pursuing effective continuous improvement and collaborative structures throughout the school year.
- Pervasive and ongoing coaching is provided to individual teachers, informed by classroom observations, student assessments, and teacher need. Ongoing coaching will be provided to individual teachers throughout the year by our *Instructional Coach* and *Culture and Climate Coach* to help our teachers to become instructional experts, informed by classroom observations, student assessments, and teacher need.
- The leaders will ensure that the weekly common planning time for teacher collaboration takes place with fidelity and with the professionalism required to ensure that the *Collaborative Learning Cycle* conversations and actions focus on attending to students' specific academic needs through an ongoing analysis of data and the provision of instructional strategies.
- Principal and other administrators regularly visit classrooms to provide feedback and commendations to teachers that teachers identify as helpful and of value.

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Turnaround Practice 2 (Intentional Practices for Improving Instruction)

- For the 2019-20 school year we will substantially improve teaching by significantly advancing the learning for all students at YCMS by *improving the quality of instruction* in all of our classrooms. As a result Teachers will:
- Know what high quality instruction looks like, sounds like, and feels like at YCMS and will ensure that this type of instruction is delivered daily to our students with fidelity.
- Know, teach, and assess the non-negotiable (6-10) priority standards for the grade level they teach in reading and mathematics. These priority levels will be unwrapped in student friendly language so that teachers and students know what is expected of them.
- Recognize the skill diversity in today's classroom and need for differentiated support and will have the supports available to ensure that student academic needs are addressed.
- Be responsible for helping to increase the number of students who can read and write effectively about both fiction and nonfiction text by nurturing a culture of thinking and asking questions.
- Be responsible for helping to increase the number of students who are proficient in mathematics and can use multiple discourse strategies to explain and provide evidence of their thinking when solving problems.

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Turnaround Practice 1 (Leadership, Shared Responsibility, and Professional Collaboration)

- As a result of the YCS MI-Excel Blueprint *Saving Lives – Reconfiguration Framework*, we expect to see the following congruent systems in place during the 2019-20 school year:
- The YCMS Leadership Team will be responsible for identifying and living to their *identity* by clearly defining their *roles* (who?), *values* and *beliefs* (why?), *skills* and *capabilities* (how?), *behaviors* (when?), and *environment* (when and where, whom?) for the sole purpose of gaining positive result outcomes.

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As a result the new Principal will:

- Establish a clear and shared focus of coherence throughout the school by being intentional with his/her leadership that strongly communicating clarity, consistency, high academic and behavioral expectations for all, and holding a genuine commitment to deep equity work around *excellence, voice* and *access* for all.
- Be relentless in seeking answers to these following 4 questions: *What is it we expect all YCS students to learn? How will we know when they have learned it? How will we respond when they do not learn? And How will we respond when they already know it?*
- Serve as the Advisory / CREW Leaders for the 16 middle school students returning from ACCE back into YCMS for the next two years. They will ensure that all 16 returning ACCE students have an *Individualized Student Success Plan* and that each of the 16 students graduate with a strong GPA.
- Ensure that their building School Improvement Plan is aligned to the MI Excel Blueprint and District Improvement Plan submitted to the Michigan Department of Education to ensure coherence throughout the BN and DN.

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Turnaround Practice 3 (Student-Specific Supports and Instruction to All Students)

As a result of the YCS MI-Excel Blueprint *Saving Lives – Reconfiguration Framework*, we expect to see the following congruent systems in place during the 2019-20 school year:

- Every YCS Building will increase the percentage of students that demonstrate a proficiency of 10% in ELA and Math by June 30, 2020 as measured by state and local assessments.
- Every YCS Building will increase the percentage of students that demonstrate a behavior that reflects a decrease in referrals and suspensions by 10% and an increase of in overall attendance resulting in an overall 95% attendance rate as measure by attendance data and discipline data.
- Everyone will know what high quality instruction looks like, sounds like, and feels like at YCS and will ensure that this type of instruction is delivered daily to our students with fidelity.
- The Principal will recruit, hire, and retain a diverse workforce to reflect changing demographics of the school district.

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As a result the new Principal will:

- Ensure that all YCMS teachers know our vision for high quality instruction – *What it looks like, sounds like, and feels like?* – Teachers must model it, live it, and hold each other responsible for delivering high quality instruction to all our YCMS students.
- Work with the *Instructional Coach* will use student achievement and growth data to create *professional learning profiles* for each teacher in the building to help them grow professionally. Teachers must know their content areas well in order to teach like a champion.
- Work with the *Instructional Coach* will ensure the full implementation of the newly adopted 6-8 ELA Core Curriculum. The building *Instructional Coach* will develop a three tier professional learning implementation plan that includes coaching, mentoring, conducting model lessons, and helping teachers make informed instructional decisions based on student data.
- Be visible in classrooms, accessible to staff, and supportive to students, staff and the parent community at all times.
- Ensure no interruptions or pullout services during reading literacy time or math time.

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As a result the new Principal will:

- Ensure that there are systems in place to support students at-risk of failing academically due to high absenteeism, severe behavioral problems, poor social skills, and high mobility.
- Work closely with the DN to secure instruction materials and resources needed to successfully deliver high quality instruction in every classroom. The Principal will work closely with the Instructional Coach and Teachers to ensure that all students are being provided engaging instruction that allow them to grow, learn, and thrive.
- Ensure that teachers are deconstructing Priority Standards for each core area in every grade level.
- Develop *Individual Development Plans* for targeted teachers based on need and requirements
- Ensure common planning time is being used effectively to discuss student results, plan course of action, and drive student achievement forward.

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Turnaround Practice 3 (Student-Specific Supports and Instruction to All Students)

Our YCS Expectation: The building leadership has deployed a system of student assessments to provide student specific tiered interventions to students.

- The building leadership will ensure that throughout Year 1 of MI-Excel Blueprint *Saving Lives* Reconfiguration Plan the school deploys a well-orchestrated and deliberate system of continuous data collection and analysis that directly informs a continuously responsive and adaptive system of tiered instruction by:
- Engaging in the ongoing identification and placement of students throughout the school year into flexible groupings attentive to the specific skill needs of students in Tier I instruction as well as Tier II and Tier III interventions.
- Applying Tier II and III responses that are directly attentive to the specific needs of students, not a general response to perceived needs of the larger group.
- Allocating of staff, including coaches, support staff, and/or interventionists, to provide a continuously responsive system of tiered instruction for all students.

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As a result the new Principal will:

- Serve as the instructional leader. He/she has the responsibility to create a positive and conducive learning environment where the needs of all YCMS students and staff are honored and supported. He/she is responsible for holding courageous conversations with students and adults to ensure that the school climate is honored and respected. The adults must reflect a commitment to use self-regulation, de-escalation, and restorative strategies to help students to resolve conflict in a positive manner. They must serve as role models for excellence.
- Work with the *Culture and Climate Coach* to analyze teacher and student data like the number of office referrals, suspensions, and student behavioral and attendance data to create a *professional learning profile* for each teacher in the building to help them grow professionally in the areas of building community, establishing meaningful relationships with their students and families, apply restorative practices, use PBIS and trauma informed education with fidelity.
- Work with the *Culture and Climate Coach* to develop a three tier professional learning implementation plan that includes coaching, mentoring, conducting restorative circles, modeling impromptu conferences, and helping teachers learn strategies for de-escalating conflict in their classroom.
- Work with the *Culture and Climate Coach* to ensure the full implementation of the University of Michigan's PROMISE initiative - A Positive Behavior and Intervention Support - PBIS Program delivered to our students using a Trauma Informed Curriculum.
- Work with the *Culture and Climate Coach* to ensure the full implementation of Restorative Practices such as proactive and restorative circles, the use of impromptu conferences, affective questions, affective statements, and restorative conferences.

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Turnaround Practice 4 (School Climate and Culture)

Our YCS Expectation: The building leadership will develop a safer, orderly, and professional school environment that support student learning for all.

- The building leadership is responsible for instituting teacher and student behavioral expectations and practices to ensure a safe, orderly, and professional school environment throughout the school:
- The Principal will ensure that there are clear and well-supported expectations for student behavior and teacher responses in the classroom (such as establishing clear procedures for arrival and dismissal and travel throughout the building).
- The Principal will ensure that there are clear expectations for teachers' professional behavior and fulfillment of responsibilities and duties.
- The Principal will ensure that there are mechanisms for school-wide communication that support positive school climate activities throughout the community.

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Turnaround Practice 4 (School Climate and Culture)

- As a result of the YCS MI-Excel Blueprint *Saving Lives – Reconfiguration Framework*, we expect to see the following congruent systems in place during the 2019-20 school year:
- YCMS will create a *Justice League* committee responsible for ensuring activities and opportunities for students and adults to practice self-care, wellness, mindfulness, and a growth mindset.
- YCMS will foster a strong family and community engagement focus that helps families to connect with the purpose of the school through authentic family partnership experiences.

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**Ypsilanti Community Middle School
MI-Excel Blueprint *Saving Lives* Year 1 Reconfiguration Plan
2019-20**

Clear and Shared Focus	Everybody knows where they are going and why. The focus is on achieving a shared vision, and all understand their role in achieving the vision. The focus and vision are developed from common beliefs and values, creating a consistent direction for all involved.
High Standards and Expectations for All Students	Teachers and staff believe that all students can learn and meet high standards. While recognizing that some students must overcome significant barriers, these obstacles are not seen as insurmountable. Students are offered an ambitious and rigorous course of study.
Effective School Leadership	Effective instructional and administrative leadership is required to implement change processes. Effective leaders proactively seek needed help. They nurture an instructional program and school culture conducive to learning and professional growth. Effective leaders have different styles and roles – teachers and other staff, including those in the district office, often have a leadership role.
High Levels of Collaboration and Communication	There is strong teamwork among teachers across all grades and with other staff. Everybody is involved and connected to each other, including parents and members of the community, to identify problems and work on solutions.

Turnaround Practice 1 (Leadership, Shared Responsibility, and Professional Collaboration)

Our YCS Expectation: The school leadership will be deliberate, distributed, and laser focused on increasing student achievement at all times throughout the year.

The District will intentionally employ an experienced instructional and results-oriented principal with a *Comprehensive Learning Plan* that can galvanize individual and collective responsibility for the improved achievement of all students through:

- An explicit focus on continuously improving instruction that involves regular structures for collecting and analyzing data that directly informs teacher-specific instruction around our vision for high quality instruction.
- Frequent and ongoing visits to classrooms that provide positive and useful feedback to teachers, as perceived by teachers using the YCS Vision for High Quality Instruction framework.
- Ongoing modeling of and support for a safe, orderly, and engaging environment for teachers and students.

As a result the new Principal will:

- Establish a clear and shared focus of coherence throughout the school by being intentional with his/her leadership that strongly communicating clarity, consistency, high academic and behavioral expectations for all, and holding a genuine commitment to deep equity work around excellence, voice and access for all.
- Be relentless in seeking answers to these following 4 questions: *What is it we expect all YCS students to learn? How will we know when they have learned it? How will we respond when they do not learn? And How will we respond when they already know it?*
- Serve as the Advisory / CREW Leaders for the 16 middle school students returning from ACCE back into YCMS for the next two years. They will ensure that all 16 returning ACCE students have an *Individualized Student Success Plan* and that each of the 16 students graduate with a strong GPA.
- Ensure that their building School Improvement Plan is aligned to the MI Excel Blueprint and District Improvement Plan submitted to the Michigan Department of Education to ensure coherence throughout the BN and DN.
- Ensure that the Leadership Team utilizes the *MI Excel Blueprint Systemic Reconfiguration Framework* to equitably allocate building resources to support student needs. They will gather data and evidence of how the *District Network* and *Building Network* utilize the problem-solving, communication, and performance management driver systems to build shared responsibility for driving performance throughout YCMS.
- Hire champions for YCMS. The Leadership Team will secure teacher champions that are culturally responsive to the diverse needs of our student population, have high expectations for all students, are highly qualified, have good attendance, are experts in their field / content area, and have a clear expectation for addressing the social-emotional needs that students bring to the classroom.

Specific responsibilities for the Leadership Team will include:

- Work closely with the building assigned *Community Liaisons* to ensure that students are attending school and have good attendance on a regular basis.
- Conduct pre/post student surveys to gather information on how to improve learning conditions in each of our YCMS Learning Communities.

Specific responsibilities for the Teachers will include:

- Having the knowledge, skills and disposition required - all YCMS Teachers will know their content area well, know the standards, teach to the standards, assess the standards, and ensure that all students master the non-negotiable priority standards identified by the district for each grade level and content area.
- Identify clear academic and behavioral expectations for their students, will uphold high standards of excellence for all, and will use culturally responsive teaching practices to help our middle school students prepare for high school.
- Explore and create multiple opportunities for students to lead small student-led proactive restorative fire circles to discuss topics of interest. These authentic opportunities will honor and allow youth voice, youth leadership, create student leaders, and allow for student teaching students.
- Support students identified as being at risk of failure or being suspended on a regular basis, the MTSS Team will meet to create an academic and behavioral success plan for these students to help them get back on track to graduate prepared for high school.

Specific responsibilities for the Students will include:

- Having the knowledge, skills and disposition required - All students at YCMS will set academic and behavioral goals that are reviewed quarterly for the purpose of helping them to self-regulate their progress and allow the adults to identify the right interventions to eliminate barriers to learning.
- Utilizing student-engaged protocols ensure that their voices and perspectives are heard, valued, and respected in a manner where they are seen as contributors to knowledge.

As a result of the YCS MI-Excel Blueprint *Saving Lives – Reconfiguration Framework*, we expect to see the following congruent systems in place during the 2019-20 school year:

- The YCMS Leadership Team will be responsible for identifying and living to their identity by clearly defining their roles (who?), values and beliefs (why?), skills and capabilities (how?), behaviors (when?), and environment (when and where, whom?) for the sole purpose of gaining positive result outcomes.

As we at YCMS continue to deliver an innovative educational experience that propels each student to excellence, we strive to teach and prepare all of our students with the knowledge, skills, and values that propels them to become lifelong learners in our ever-changing society so that they evolve into self-regulated learners that can:

- Serve as leaders of their own learning by making responsible choices and taking responsibility for their learning.
- Maintain engagement in learning throughout their learning experiences.
- Use intrinsic motivation and self-directed behaviors to build learning stamina.
- Set, monitor, and assess challenging and realistic goals.
- Manage their emotional responses when learning.
- Demonstrate an "I can" attitude that promotes the habits of learning (determination, interest, work habits, communication, collaboration skills, and goal setting).
- Achieve self-efficacy by staying focused on their learning.
- Use positive self-talk to reduce stress and improve their learning.
- Stay engaged, focus, and persistent throughout their learning.
- Use failure as a powerful learning tool to help them learn.
- Seek assistance when necessary to continue learning.
- Learn to use study habits effectively.
- Set a productive home learning environment where self-reflection can occur.

Curriculum, Instruction and Assessment Aligned with Standards	The planned and actual curriculum is aligned with the essential academic learning requirements (EALRs). Research-based teaching strategies and materials are used. Staff understands the role of classroom and state assessments, what the assessments measure, and how student work is evaluated.
Frequent Monitoring of Learning and Teaching	A steady cycle of different assessments will be used to identify students who need help. More support and instructional time is provided, either during the school day or outside normal school hours. Teaching is adjusted based on frequent monitoring of student progress and needs. Assessment results are used to focus and improve instructional programs.
<p align="center">Turnaround Practice 2 (Intentional Practices for Improving Instruction)</p> <p>Our YCS Expectation: Leadership has deployed a deliberate and resource-intensive focus on effective instruction throughout the school community.</p> <p>The building leadership will be expected to deploy teaming structures and deliberate, teacher specific practices for pursuing effective continuous improvement and collaborative structures throughout the school year.</p> <ul style="list-style-type: none"> Pervasive and ongoing coaching is provided to individual teachers, informed by classroom observations, student assessments, and teacher need. Ongoing coaching will be provided to individual teachers throughout the year by our <i>Instructional Coach and Culture and Climate Coach</i> to help our teachers to become instructional experts, informed by classroom observations, student assessments, and teacher need. The leaders will ensure that the weekly common planning time for teacher collaboration takes place with fidelity and with the professionalism required to ensure that the <i>Collaborative Learning Cycle</i> conversations and actions focus on attending to students' specific academic needs through an ongoing analysis of data and the provision of instructional strategies. Principal and other administrators regularly visit classrooms to provide feedback and commendations to teachers that teachers identify as helpful and of value. <p>To close the Achievement Gap, the YCMS learning community will focus on <i>Student Engagement Strategies to Improve Student Academic Achievement</i>.</p> <ul style="list-style-type: none"> During the next five years we need to transition from a teacher-led instructional model to a student-centered inclusive model that focuses on <i>student engagement</i> through the use of the 1.) <i>development of a culture of learning</i> that builds upon student social emotional learning skills, persistence, collaboration, critical thinking, problem solving, communication, and independence in every student, 2.) <i>rigorous academic projects</i> connected to real-world issues that meet state standards, and the use of 3.) <i>student-engaged assessments</i>. <i>Student-engaged assessment</i> is a system of interrelated practices that positions students as leaders of their own learning. The work requires YCS to develop a comprehensive plan to include the following 8 Core Practices throughout the District: 1.) Learning Targets, 2.) Checking for Understanding During Daily Lessons, 3.) Using Data and Goal Setting with Students, 4.) Models, Critiques and Descriptive Feedback, 5.) Student-Led Conference, 6.) Celebrations of Learning, 7.) Passage Presentations with Portfolios, and 8.) Standards-Based Grading. During the 2019-20 school year, the YCMS staff will focus on the following three areas of the YCS Student-Engaged Assessment System: The use of 1.) Learning Targets, 2.) Checking for Understanding During Daily Lessons, and 3.) Using Data and Goal Setting with Students for Results. <p>As a result the new Principal will:</p> <ul style="list-style-type: none"> Ensure that all YCMS teachers know our vision for high quality instruction – <i>What it looks like, sounds like, and feels like?</i> – Teachers must model it, live it, and hold each other responsible for delivering high quality instruction to all our YCMS students. Work with the <i>Instructional Coach</i> will use student achievement and growth data to create <i>professional learning profiles</i> for each teacher in the building to help them grow professionally. Teachers must know their content area well in order to teach like a champion. Work with the <i>Instructional Coach</i> will ensure the full implementation of the newly adopted 6-8 ELA Core Curriculum. The building <i>Instructional Coach</i> will develop a three tier professional learning implementation plan that includes 	

<p>coaching, mentoring, conducting model lessons, and helping teachers make informed instructional decisions based on student data.</p> <ul style="list-style-type: none"> Be visible in classrooms, accessible to staff, and supportive to students, staff and the parent community at all times. Ensure no interruptions or pull out services during reading literacy or math time. Ensure that teachers are following the pacing guides as outlined by the district. Ensure that all subgroups (ELL, Special Education) students are taught the same rigorous standards provided the appropriate accommodations to be successful on standardized assessments. Conduct daily walkthroughs, formal observations, and provide teachers with positive feedback. Submit a Walkthrough Log to verify the monitoring of instruction and classroom observations. Use reflective inquiry questions to change teacher practice. Hold courageous conversations with teachers regarding low expectations that rob minority students from a quality education. Ensure that teachers attend the required professional development to improve their craft. Ensure that teachers receive the support necessary to know, teach, and assess state standards effectively. <p>For the 2019-20 school year we will improve teaching by significantly advancing the learning for all students at YCMS by <i>improving the quality of instruction</i> in all of our classrooms. As a result Teachers will:</p> <ul style="list-style-type: none"> Know what high quality instruction looks like, sounds like, and feels like at YCMS and will ensure that this type of instruction is delivered daily to our students with fidelity. Know, teach, and assess the non-negotiable (6-10) priority standards for the grade level they teach in reading and mathematics. These priority levels will be unwrapped in student friendly language so that teachers and students know what is expected of them. Recognize the skill diversity in today's classroom and need for differentiated support and will have the support available to ensure that student academic needs are addressed. Be responsible for helping to increase the number of students who can read and write effectively about both fiction and nonfiction text by nurturing a culture of thinking and asking questions. Be responsible for helping to increase the number of students who are proficient in mathematics and can use multiple discourse strategies to explain and provide evidence of their thinking when solving problems. Be responsible for helping to increase the number of learners that can self-regulate their behaviors by focusing on relationship and community building so they can achieve at the highest level and manage complex tasks. Ensure that all YCMS students are taught how to successfully self-monitor their academic and behavioral growth through evidence and goal setting. <p>As a result the Student will:</p> <ul style="list-style-type: none"> The Self-regulated learner at YCMS is a student that will work hard to demonstrate and live the following expectations through their actions with consistency: Take responsibility for learning, maintain engagement, and welcome challenges when learning. The Self-regulated learner at YCMS is a student that will work hard to demonstrate and live the following expectations through their actions with consistency: Are performance-oriented, set challenging goals, monitor and assess the goal process with the expectations of reaching success, and are determined to succeed.
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Focused Professional Development	A strong emphasis is placed on training staff in areas of most need. Feedback from learning and teaching focuses extensive and ongoing professional development. The support is also aligned with the school or district vision and objectives.
Turnaround Practice 3 (Student-Specific Supports and Instruction to All Students)	
<p>Our YCS Expectation: The building leadership has deployed a system of student assessments to provide students specific tiered interventions to students.</p> <p>The building leadership will ensure that throughout Year 1 of MI-Excel Blueprint <i>Saving Lives</i> Reconfiguration Plan the school deploys a well-orchestrated and deliberate system of continuous data collection and analysis that directly informs a continuously responsive and adaptive system of tiered instruction by:</p> <ul style="list-style-type: none"> Engaging in the ongoing identification and placement of students throughout the school year into flexible groupings attentive to the specific skill needs of students in Tier I instruction as well as Tier II and Tier III interventions. Applying Tier II and III responses that are directly attentive to the specific needs of students, not a general response to perceived needs of the larger group. Allocating of staff, including coaches, support staff, and/or interventionists, to provide a continuously responsive system of tiered instruction for all students. <p>As a result the new Principal will:</p> <ul style="list-style-type: none"> Ensure that there are systems in place to support students at-risk of failing academically due to high absenteeism, severe behavioral problems, poor social skills, and high mobility. Work closely with the DN to secure instruction materials and resources needed to successfully deliver high quality instruction in every classroom. The Principal will work closely with the Instructional Coach and Teachers to ensure that all students are being provided engaging instruction that allow them to grow, learn, and thrive. Ensure that teachers are deconstructing Priority Standards for each core area in every grade level. Develop <i>Individual Development Plans</i> for targeted teachers based on need and requirements Ensure common planning time is being used effectively to discuss student results, plan of action, and drive student achievement forward. Allow teachers and support staff to attend required professional learning opportunities throughout the year. <p>As a result the Leadership Team will:</p> <ul style="list-style-type: none"> Establish an authentic Partnership with SEMIS to support our deep equity work around Placed-Based Education and help our students to become immersed in learning and living the Michigan Academic Standards. Ensure that students have exposure to electives, afterschool, summer school, College and Career Exposure, CTE Exploration, problem-based and placed-based education experiences, tech-based learning opportunities, extra-curricular activities, field experiences, service learning, and other types of learning experiences. Monitor student attendance data, student behavioral data, GPA data, grades data, achievement data, classroom observations, and other forms of data that impact student achievement. Implement and support academic programs that accelerate low-achieving students into more rigorous curriculum and courses, including challenging learning opportunities. <p>As a result the Teachers will:</p> <ul style="list-style-type: none"> Ensure that all YCMS students are exposed to productive struggle on a daily basis to ensure they are growing academically, socially, and behaviorally. Ensure that all YCMS students are learning the self-regulatory skills needed to resolve conflict and repair the harm caused. Deeply align common assessments to inform instructional decisions and alter instructional practice. Implement culturally responsive practices and standards-based curriculum, instruction, and assessment that challenge students of color to excel in our accelerated programs. 	

<p>As a result the Student will:</p> <ul style="list-style-type: none"> The Self-regulated learner at YCMS is a student that will work hard to demonstrate and live the following expectations through their actions with consistency: Modify or adapt learning strategies, are persistent and determined, and find personal value, relevance, and interest in learning. The Self-regulated learner at YCMS is a student that will work hard to demonstrate and live the following expectations through their actions with consistency: Find satisfaction in learning, use failure as a learning tool, seeks help when needed, and use effective study habits. <p>As a result of the YCS MI-Excel Blueprint <i>Saving Lives</i> – Reconfiguration Framework, we expect to see the following congruent systems in place during the 2019-20 school year:</p> <ul style="list-style-type: none"> Every YCS Building will increase the percentage of students that demonstrate a proficiency of 10% in ELA and Math by June 30, 2020 as measured by state and local assessments. Every YCS Building will increase the percentage of students that demonstrate a behavior that reflects a decrease in referrals and suspensions by 10% and an increase of overall attendance resulting in an overall 95% attendance rate as measured by attendance data and discipline data. Everyone will know what high quality instruction looks like, sounds like, and feels like at YCS and will ensure that this type of instruction is delivered daily to our students with fidelity. The Principal will recruit, hire, and retain a diverse workforce to reflect changing demographics of the school district. 	
Supportive Learning Environment	The school has a safe, civil, healthy and intellectually stimulating learning environment. Students feel respected and connected with the staff and are engaged in learning. Instruction is personalized and small learning environments increase student contact with teachers.
High Levels of Family and Community Involvement	There is a sense that all have a responsibility to educate students, not just teachers and school staff. Families, businesses, social service agencies, and community colleges/universities all play a vital role in this effort.
Turnaround Practice 4 (School Climate and Culture)	
<p>Our YCS Expectation: The building leadership will develop a safer, orderly, and professional school environment that support student learning for all.</p> <p>The building leadership is responsible for instituting teacher and student behavioral expectations and practices to ensure a safe, orderly, and professional school environment throughout the school:</p> <ul style="list-style-type: none"> The Principal will ensure that there are clear and well-supported expectations for student behavior and teacher responses in the classroom (such as establishing clear procedures for arrival and dismissal and travel throughout the building). The Principal will ensure that there are clear expectations for teachers' professional behavior and fulfillment of responsibilities and duties. The Principal will ensure that there are mechanisms for school-wide communication that support positive school climate activities throughout the community. <p>At YCMS we believe that every student should always feel welcomed into our school community; we have the right to feel safe physically, socially, emotionally, and academically; we be able to receive support on a continuous continuum of intensity that is matched to individual student needs; and reach his/her potential as the result of an equitable system of delivery that responds to the unique and individual academic and non-academic needs of each student within its charge. The ISSN provides a system of delivery through which each student has the potential for high levels of success; work collaboratively to establish a blanket of safety comprehensive enough to cover every space and every student in every school; and provide a positive learning environment that accepts, embraces and celebrate each student's values, beliefs, individual backgrounds, and identity</p>	

As a result the new Principal will:

- Serve as the instructional leader. He/she has the responsibility to create a positive and conducive learning environment where the needs of all YCMS students and staff are honored and supported. He/she is responsible for holding courageous conversations with students and adults to ensure that the school climate is honored and respected. The adults must reflect a commitment to use self-regulation, de-escalation, and restorative strategies to help students to resolve conflict in a positive manner. They must serve as role models for excellence.
- Work with the *Culture and Climate Coach* to analyze teacher and student data like the number of office referrals, suspensions, and student behavioral and attendance data to create a *professional learning profile* for each teacher in the building to help them grow professionally in the areas of building community, establishing meaningful relationships with their students and families, apply restorative practices, use PBIS and trauma informed education with fidelity.
- Work with the *Culture and Climate Coach* to develop a three tier professional learning implementation plan that includes coaching, mentoring, conducting restorative circles, modeling impromptu conferences, and helping teachers learn strategies for de-escalating conflict in their classroom.
- Work with the *Culture and Climate Coach* to ensure the full implementation of the University of Michigan's PROMISE Initiative - A Positive Behavior and Intervention Support - PBIS Program delivered to our students using a Trauma Informed Curriculum.
- Work with the *Culture and Climate Coach* to ensure the full implementation of Restorative Practices such as proactive and restorative circles, the use of impromptu conferences, affective questions, affective statements, and restorative conferences.
- Ensure time for teachers to receive coaching, mentoring, and other types of support needed in order to ensure that students are being taught how to self regulate their behaviors so that they can get to the business of learning.

As a result the Leadership Team will:

- Create small learning grade level inclusive communities where students are known by name, known well based of skillsets and performance, receive the right type of interventions, and are seen, heard, valued and respected.
- Create a positive learning culture throughout the school that reflects collective efficacy and agreed-upon processes of teamwork and collaboration.
- Create an *Intense System of Support Network* that addresses the following four areas: 1. *Care—Every adult supports every student with a ferocious unwillingness to allow a student to flounder or to fail.* 2. *Support—For students to build confidence and willingness to invest themselves, their participation in academic tasks must be accompanied by personal support from teachers.* 3. *Safety—While expectations are clear, firm, and consistently enforced, action is centered on students as persons not simply as occupants of the institution of school. Students are seen as resources to be developed rather than as problems to be managed and* 4. *Membership—Engaging students in a variety of ways is fundamental so that they are not just physically present, but intellectually immersed, socially connected and emotionally centered.*
- Create a small learning communities within each grade level allows for the following social emotional supports to take place with ease, commitment, and authenticity – The use of Restorative Practices, PBIS with a Trauma Informed Lens, Culturally Responsive Disciplinary Practices, weekly behavioral support, use of youth conflict resolution mentors, counseling support, and a growth mindset attitude for all.

As a result the Teachers will:

- Build strong and authentic relationships with their students. They must *focus on building a culture of achievement for all in their classrooms.*
- Continue to participate in professional development that will aid in the discovery, reflection, and implementation of *Restorative Practices* core principles – Use of restorative questions, circles, impromptu conferences, and restorative justice formal conferences.
- Continue to develop and implement culturally proficient instruction strategies which foster relationship building between staff and students; also adopt and promote a learning culture where every student's achievement is the most important priority, and staff, students, and parents are co-responsible and accountable for that success.

As a result the Students will:

- The Self-regulated learner at YCMS is a student that will work hard to demonstrate and live the following expectations through their actions with consistency: Modify or adapt learning strategies, are persistent and determined, and find personal value, relevance, and interest in learning.
- The Self-regulated learner at YCMS is a student that will work hard to demonstrate and live the following expectations through their actions with consistency: Find satisfaction in learning, use failure as a learning tool, seeks help when needed, and use effective study habits.

As a result of the YCS MI-Excel Blueprint *Saving Lives –Reconfiguration Framework*, we expect to see the following congruent systems in place during the 2019-20 school year:

- YCMS will create a *Justice League* committee responsible for ensuring activities and opportunities for students and adults to practice self-care, wellness, mindfulness, and a growth mindset.
- YCMS will foster a strong family and community engagement focus that helps families to connect with the purpose of the school through authentic family partnership experiences.

MENTAL SHIFT REQUIRED TO GET THE RESULTS WE NEED AT YCMS

To prepare this type of learner, we need a different game plan than the one we are currently using. The new game plan requires teachers to frame the students' relationship with the intellectual work at hand by having high expectations of all students and supporting these expectations in a range of ways, students engaging in minds-on work, and teachers giving our students increasing responsibility for assessing their own understanding and evaluating progress toward important goals. Our instruction will involve more of the following practices:

- Student led projects that require the learner to develop explanations and design solutions supported by evidence-based arguments and reasoning.
- Student led conversations that require students to use systems thinking as they model, explain phenomena, and discuss the context of the ideas to be learned.
- Students doing the heavy thinking when learning. This requires teachers to allow students to struggle with difficult content as they find ways to resolve their many challenges through the use of conceptual thinking. Students will be engaged in meaningful investigations, solving problems, and engaging in student-led discussions with teachers' guidance.
- Students-led discussions on open-ended questions that allow them to focus on the strength of the evidence used to generate a claim.
- Student-led summary discussions regarding their investigation and findings. Students will be responsible for reading multiple sources, including articles and web-based resources to support their claim.
- Student-led investigations driven by the desire to learn more about a topic of interest. These opportunities allow students to develop a deep understanding of a topic or core practice.
- Student-led investigation journals, reports, posters, and media presentations that explain and argue a claim.
- Student-led discussions around sophisticated content and practices.

MENTAL SHIFT REQUIRED TO GET THE RESULTS WE NEED AT YCMS

Big Idea #1: Ensuring that Students Learn

- *What do we want each student to learn?*
- *How will we know when each student has learned it?*
- *How will we respond when a student experiences difficulty in learning?*
- *How will we respond when a student already knows it?*
 - Timely
 - Based on intervention rather than remediation
 - Directives with a systematic plan that requires students to devote extra time and receive additional assistance until they have mastered the necessary concepts.

Big Idea #2: A Culture of Collaboration

- Collaboration for Continuous School Improvement
- Removing Barriers to Learning

Big Idea #3: A Focus on Results

- Continually ask ourselves – **Have we made progress on the goals that are most important to us?**
- Requires the following Shifts to get Unprecedented Results:
 - A Shift in Fundamental Purpose
 - A Shift in the Use of Assessments
 - A Shift in Response When Students don't Learn
 - A Shift in the Work of Teacher
 - A Shift in Focus
 - A Shift in Culture
 - A shift in Professional Development

Ypsilanti Community Middle School - 2019-2020 School Schedule

6 th Grade Learning Community (372 Minutes)	7 th Grade Learning Community (369 Minutes)	8 th Grade Learning Community (370 Minutes)
1st Hour Advisory (20 Min)	1st Hour Advisory (20 Min)	1st Hour Advisory (20 Min)
2nd Hour (50 Min)	2nd Hour (50 Min)	2nd Hour (50 Min)
3rd Hour: Electives (52 Min)	3rd Hour (55 Min)	3rd Hour (55 Min)
4th Hour: Electives (48 Min)	4th Hour (54 Min)	4th Hour (54 Min)
Lunch A (30 Min)	5th Hour (48 Min)	5th Hour (49 Min)
5th Hour (51 Min)		
6th Hour (51 Min)	6th Hour (48 Min)	Lunch B (30 Min)
	Lunch C (30 Min)	6th Hour (50 Min)
7th Hour (50 Min)	7th Hour (47 Min)	7th Hour (45 Min)
8th Hour (50 Min)	8th Hour (47 Min)	8th Hour (47 Min)

Half Day Schedule (210 Minutes)

Time	Periods 1-4	Periods 5-8
(15 Min)	Breakfast	Breakfast
(50 Min)	1 st Period	5 th Period
(51 Min)	2 nd Period	6 th Period
(50 Min)	3 rd Period	7 th Period
(53 Min)	4 th Period	8 th Period

**Ypsilanti Community Middle School
PROMISE PROFESSIONAL DEVELOPMENT PLAN
2019-2020 School Year**

August 19-20, 2019 (2 Days) 8:00 – 3:00 p.m.

- Tier I Team Training with a representative team of 6-9 people including administrator, representative grade level teachers, special education teacher, para-professional, school based clinicians (school psych, social worker, counselor, etc.), family representation, and student representation. Ideally, this would be this summer. Dianne McMasters will be the facilitator.

August 21, 2019 (1 Day) 8:00 – 3:00 p.m.

- Tier I Team Trauma Training the Trainers with the same team of 6-9. The idea is that we would walk through the trauma training with the intent that the team would bring the content back to the whole staff. The focus of this day is on Modules 2, 3, and 5. Dianne McMasters will be the facilitator.
- <https://sites.google.com/a/midwestpbis.org/midwest-pbis-network/materials/special-topics/trauma>

September 26, 2019 (Full Day) 8:00 – 3:00 p.m.

- The team of 6-9 people will meet to get ready to kick off PBIS Tier 1 when students come back to school.

October 9, 2019 (Full Day) 8:00 – 3:00 p.m.

- The team of 6-9 people will meet to get ready to kick off PBIS Tier 1 when students come back to school.

October 11, 2019 (Half Day) 12:00 – 3:00 p.m.

- Promise Champions - PBIS Training for all VCMS Staff 12:00 – 3:00 p.m.
- ALL STAFF will learn what the Tier I rollout will look like (e.g., what are the school wide expectations, matrix, and acknowledgement systems, how to track and make decisions based on data.

Questions the Principal Needs be Asking Students and Teachers Daily

Student Interview Questions

1. *Tell me about the class in your schedule where you learn the most?*
2. *What is special (different, distinctive) about this class?*
3. *When students need help with their schoolwork, how can they get help in your school?*
4. *How do you prepare for tests in your classes?*
5. *What would you have liked to have seen, but didn't get, from your classes at your school?*

Teacher Interview Questions

1. *Please tell me about the curriculum for the classes that you teach. Think about how you would share descriptions with parents during a "Curriculum Night." What would you offer as a summary description?*
2. *What are the essential concepts and priority goals that guide the curriculum?*
3. *How where the priority goals determines (e.g., state standards, committee deliberation, textbooks, state tests)?*
4. *How is the curriculum organized or sequenced, both within an individual course and across the set of courses within the program?*
5. *What materials are used, and how were those materials selected?*
6. *What kind of instructional activities would I typically see if I walked into your class on any given day?*
7. *To what extent do state standards and state tests drive the activities in your classes?*
8. *How is articulation and alignment across grades and programs accomplished?*
9. *What other observations would you like to make about the school's instructional program?*

Enclosure #3
APPROVAL OF CONSENT AGENDA
Meeting of 7/15/19
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. June 24, 2019 Special Meeting | Budget Hearing Minutes
2. June 24, 2019 Regular Meeting Minutes
3. New Hires
4. Resignations
5. Annual Contract Renewals for Educational Resources:
 - a. **Apex Learning** Price Quote | \$40,000 Total Price
 - b. **Illuminate Education** Order #Q-32339| \$23,793.92 x Three Years = \$71,381.76 Total
 - c. **Imagine Learning** #QT66655| \$225,000 Total (three equal payments of \$75,000 over three years | July 31, 2019, June 30, 2020 and June 30, 2021)
 - d. **NWEA** Quote #00019341 | \$42,136 Grand Total

Proposed Motion

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

- 1) June 24, 2019 special meeting/budget hearing minutes;*
- 2) June 24, 2019 regular meeting minutes;*
- 3) the personnel matters as per the attached list dated 7/3/2019: New Hires and Resignations, and;*
- 4) annual contract renewals for educational resources: a) Apex Learning, \$40,000; b) Illuminate Education, \$23,793.92 x three years; c) Imagine Learning, \$225,000, and; d) NWEA, \$42,136."*

Budget Impact: ☐ None ☒ As follows:

Human Resources List: Some are Replacements; All Others are General Fund

Contract Renewals for Educational Resources: Funding Listed on Documentation

Attachments:

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



MINUTES: SPECIAL MEETING/WORKSHOP OF THE BOARD OF EDUCATION
Budget Hearing

Monday, June 24, 2019 (Meeting #1 of 2)

The **Special Meeting/Budget Hearing** of the Ypsilanti Community Schools Board of Education was called to order by President Dr. Celeste Hawkins at 5:34 p.m. The Pledge of Allegiance was recited.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

President Dr. Celeste Hawkins, Vice-President Brenda Meadows, Secretary Maria Sheler-Edwards (5:45 arrival), Trustee Ellen Champagne, Trustee Meredith Schindler

MEMBERS OF THE BOARD OF EDUCATION ABSENT

Treasurer Gillian Ream Gainsley, Trustee Sharon Lee

ACCEPTANCE OF "AMENDED" AGENDA: Accepted as Presented

Motion by Schindler, supported by Champagne

Action Recorded: 4/Yes; 0/No

BUDGET HEARING, 2019/20 Proposed Budget (As dated 6/20/19)

Priya Nayak, Director of State & Federal Programs, distributed to Board members a packet entitled, "Ypsilanti Community Schools, Budget Hearing, June 24, 2019" and led a PowerPoint presentation. The resolution for adoption, includes a tax levy of 18.0000 mills for 2019/20. Included in the presentation: 1) Federal Grant Draw Downs; 2) Federal Grants Carry Over Amount; 3) Review of 2018/19 Budget; 4) 2018/19 Budget Amendment Recommendations, and; 5) 2019/20 Initial Budget Adoption. The 2019/20 initial budget adoption resolution indicates "Total Revenues" at \$58,027,957, and, "Expenditures" are listed at \$58,027,957. "Excess Expenditures Over Revenue" are listed as "\$0.00". Plans are to amend this budget in late August, after finalizing the 2018/19 budget. There are unsettled items, including collective bargaining agreement(s); increases, steps, benefits, etc.

President Hawkins inquired on whether we are on target with deliverables with InnoSynth. InnoSynth's Danté Bishop confirmed, but "TBD" items show many transactions not recorded. The next milestone will be the District audit.

Brian Marcel, Assistant Superintendent, Administrative & Support Services | Washtenaw Intermediate School District, spoke of forms L-4029s. L-4029s determine how much debt millage is assessed. The Headlee Amendment has not affected us for some time. We had a half mil cushion, but we have used about half of "the half". Our student allowance/funding comes from taxes and State Aid revenue. The State assumes an 18 mil in taxes. The more we get in taxes, the less State Aid we receive. The State guarantees the foundation allowance.

PUBLIC COMMENTS: None

OTHER: None

BOARD/SUPERINTENDENT COMMENTS

- Schindler appreciates the work done of the budget.
- Zachery-Ross spoke of building trust and ensuring we are looking clearly at where we are. There is history with both Willow Run Community Schools and Ypsilanti Public Schools, but this Board has been clear on the budget. Comment on using monies the best way we can for our students. What can we leverage staff salaries with (grants, etc.)?

- Meadows spoke of pinpoint dollars and using them to their best.
- Hawkins dialoged on the deliverables, it being digestable and assigning people to the appropriate budget.
- Meadows acknowledged those who worked on the budget and the increase in the fund balance.

Meeting Adjourned: 6:10 p.m.

Attachment: YCS 2019/20 Budget Hearing Resolution, June 24, 2019

Minutes Recorded by: Paula Gutzman

Date Approved: July 15, 2019

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

DRAFT

**Resolution for Adoption By The Board
Ypsilanti Community Schools
2019 - 2020**

**Amended: Shows starting Fund
Balance at the bottom of page on
July 1, 2019 is the same as the ending
balance on June 30 from 2018/19 amendment.**

Resolved, that this resolution shall be the general appropriations of the Ypsilanti Community Schools for the fiscal year 2019-2020. Resolution to make appropriations and to provide for the disposition of all income received by the Ypsilanti Community Schools.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of 18.0000 mills, and unappropriated fund balance be available for appropriations in the GENERAL EDUCATION FUND of Ypsilanti Community Schools for the fiscal year of 2019-2020 as follows:

	2019 - 2020 Budget
REVENUE	
Local Revenue	\$10,813,058.00
State Revenue	\$31,477,321.00
Federal Revenue	\$7,560,614.00
incoming Transfers & Other Transactions	\$8,001,964.00
Fund Modifications	\$175,000.00
 Total Revenues	 \$58,027,957.00

BE IT FURTHER RESOLVED, that \$58,027,957 of the total available to appropriate in the GENERAL EDUCATION FUND is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES:

Basic Programs, Instructions	\$24,425,845.00
Added Needs, Instruction	\$6,543,968.00
Pupil Support	\$6,325,627.00
Instructional Support	\$2,363,884.00
General Administration	\$776,879.00
Schools Administration	\$2,681,207.00
Business Support	\$827,055.00
Operations/Maintenance	\$5,516,029.00
Transportation	\$3,807,049.00
Central Services	\$1,540,794.00
Athletics	\$651,165.00
Community Services	\$359,866.00
Outgoing Transfers & Other Transactions	\$45,000.00
Debt Service	\$2,103,500.00
Fund Modifications	\$60,089.00
 Total Expenditures	 \$58,027,957.00
 Excess Expenditures over Revenue	 \$0.00
 Projected Fund Balance - July 1, 2019	 \$6,917,679.00
 Projected Fund Balance - June 30, 2020	 \$6,917,679.00 ²¹

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, June 24, 2019

The meeting was called to order by President Dr. Celeste Hawkins at 6:30 p.m. The Pledge of Allegiance was recited.

MEMBERS OF THE BOARD OF EDUCATION PRESENT

President Dr. Celeste Hawkins, Vice-President Brenda Meadows, Secretary Maria Sheler-Edwards, Trustee Ellen Champagne, Trustee Meredith Schindler

MEMBERS OF THE BOARD OF EDUCATION ABSENT

Treasurer Gillian Ream Gainsley, Trustee Sharon Lee

ACCEPTANCE OF AMENDED AGENDA: Accepted as Presented

Motion by Schindler, supported by Champagne

Action Recorded: 5/Yes; 0/No

PRESENTATIONS

Recognition of 2018/19 Retirees of Ypsilanti Community Schools: Congratulations to:

Dawn Bailey, Family Support Specialist
Debra Brousseau, Music Teacher
Anita Clegg, Lead Teacher
Doreen Conrad, Custodian
Benni Hebrew-Westran, Elementary Science Teacher
Dr. Sherrell Hobbs, Assistant Superintendent
Rod Ranger, District Accounting Supervisor
Lauren Shekton, ParaEducator
Pamela White-Gillespie, ParaEducator
Rosalind Williams, Building Administrative Assistant

Superintendent Akena Zachery-Ross shared a tribute to retirees, followed by presenting a retirement award to those present.

Schneider Electric Update: WIHI Government Teacher Ashley Fox introduced two students who led a PowerPoint presentation, "Efficiency and Sustainability at School". WIHI has a committee of 15 students and many more who are passionate about efficiency and sustainability. Fox thanked those who inspire students with these ideas. Presentation included: 1) Phase 1 | LED Lighting and New Boiler; 2) What is Performance Contracting?; 3) Building Assessment; 4) Phase 2: Going Further ... , and; 5) What Could Phase 2 Look Like?

Schneider Electric recently installed LED lighting at WIHI. The new lighting is more efficient and saves money. Monies saved could pay for an investment of a boiler. Students learned about performance contracting in government class.

Randy Trent, Director of Operations introduced Scott Mason from Schneider Electric. Trent communicated the total project cost is approximately \$3.7 million and he spoke of District savings. Currently, we are about 40% complete with the project. Each classroom can adjust the level of lighting; studies show students can achieve more at a specific level of lighting.

Notification of Emergency Repair | YCHS Chiller: Randy Trent, Director of Operations informed the Board of an "emergency chiller repair" at Ypsilanti Community High School. Purchase orders totaled in excess of the state purchasing limit of \$24,459. Trent also stated we have on-going boiler issues. Trustee Schindler acknowledged being proactive and following Board policy.

PUBLIC COMMENTS #1

Dave Strenski, of Solar Ypsi, dialoged on solar power.

CONSENT AGENDA

MOTION TO approve the following: 1) June 10, 2019 regular meeting minutes, and; 2) the personnel matters as per the attached list dated June 17, 2019: Retirement and Resignations.

Motion by Champagne, supported by Schindler

Action Recorded: 5/Yes; 0/No

ACTION ITEMS, Student Affairs

WCC Postsecondary Enrollment Agreement

MOTION TO approve the 2019/20 Postsecondary Enrollment Agreement with Washtenaw Community College, with an expiration date of June 30, 2020.

Motion by Schindler, supported by Sheler-Edwards

Roll Call Vote: 5/0 Yes

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

ACTION ITEMS, Business/Finance

2018/19 Year-End Budget Amendment (Amended)

MOTION TO approve the updated 2018/19 June budget amendment, as dated 6/20/19, with a projected \$6,917,679 fund balance ending June 30, 2019.

Motion by Meadows, supported by Schindler

Roll Call Vote: 5/0 Yes

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

RESOLUTION: 2019/20 Initial Budget (Amended)

MOTION TO approve the attached updated 2019/20 General Appropriations Resolution with a revision date of 6/20/19.

Motion by Schindler, supported by Champagne

Roll Call Vote: 5/0 Yes

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

Note: This includes a tax levy of 18.00 mills.

RESOLUTION: State Aid Anticipation Note

MOTION TO approve the resolution to authorize the issuance of aid anticipation notes not to exceed \$5,000,000 in August 2019.

Motion by Sheler-Edwards, supported by Meadows

Roll Call Vote: 5/0 Yes

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

Millage Rates | L-4029s

MOTION TO approve the millage rates of the 2019 L-4029s for Superior Township, Ypsilanti Township and the City of Ypsilanti.

Motion by Champagne, supported by Schindler

Roll Call Vote: 5/0 Yes

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

Note - Requested millage to be levied for both Willow Run and Ypsilanti Public portions: 18.0000.

FSMC Fixed Price Contract Renewal 2019/20

MOTION TO accept the Contract Renewal Agreement for the Food Service Management Company Fixed Price Contract for the period of July 1, 2019 – June 30, 2020.

Motion by Sheler-Edwards, supported by Schindler

Roll Call Vote: 5/0 Yes

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

ACTION ITEMS, Human Resources

Administrative/Professional Employee Contracts, 2019/20

MOTION TO approve the Administrative and Professional Employee Contract extensions for the following employees for the period of July 1, 2019 – June 30, 2020: 1) Barbara Boone, Accounting Supervisor; 2) Marquan Jackson; 3) Dr. Carlos Lopez, Assistant Superintendent of Curriculum & Instruction; 4) Sue McCarty, Director of Human Resources; 5) Priya Nayak, Director of State and Federal Programs, and ; 6: Taryn Willis, Communications and Marketing Coordinator.

Motion by Meadows, supported by Schindler

Roll Call Vote: 5/0 Yes

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

Technology Resource Specialist, 2019/20

MOTION TO approve the Contract of Employment with Jerilyn Lynn as technology resource specialist for a total amount not to exceed \$39,000 with services dates of July 1, 2019 – June 30, 2020.

Motion by Schindler, supported by Sheler-Edwards

Roll Call Vote: 5/0 Yes

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

R.E.O. & Associates, 2019/20

MOTION TO approve the Contract of Employment with Robert Oliver and R.E.O. and Associates to serve as energy conservation manager (with other duties per Agreement) for a total amount not to exceed \$20,000 with service dates of July 1, 2019 – June 30, 2020.

Motion by Champagne, supported by Schindler

Roll Call Vote: 5/0 Yes

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

ACTION ITEMS, Other

Donation: YCS Event Series | There & Back Transportation, Donor

MOTION TO accept the cash donation of \$1,000 from Harry Hampton, owner of There and Back Transportation for the YCS Event Series.

Motion by Meadows, supported by Schindler

Action Recorded: 5/Yes; 0/No

PUBLIC COMMENTS #2: None

OTHER

- Zachery-Ross thanked Hawkins for her dedication and “behind the scenes” work of many events, including the June 15th Collaboration for Change event.
- Hawkins spoke of the reward and making an impact, appreciating the dedication of the Board.

- Zachery-Ross acknowledged Hawkins' birthday.
- Schindler spoke on a solar project, and is this a project we could do?
- Zachery-Ross said a beginning point would be information coming to the Operations Committee.
- Audience member Ashley Fox spoke of Solar Ypsi being a grassroots organization and, potentially, this could be a powerful tool for YCS.

BOARD/SUPERINTENDENT COMMENTS

- Meadows spoke of the June 15th Collaboration for Change event. She expressed being grateful for those who came together to collaborate.
- Hawkins acknowledged Zachery-Ross for her (June 15th) speech, and the passion, vision & commitment. Thank you for the impact on our schools, and to the Board members in attendance. Also, Wednesday is our Board workshop with Dr. Dorinda Carter.
- Sheler-Edwards is unable to attend the Wednesday workshop. She will be traveling.

Meeting Adjourned: 7:25 p.m.

Attachments:

- 1) RESOLUTION: 2018/19 Year End Budget
- 2) RESOLUTION: 2019/20 Initial Budget
- 3) RESOLUTION: State Aid Anticipation Note

Minutes Recorded by: Paula Gutzman

Date Approved: July 15, 2019

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

Amended: All numbers are the same. A column was added to show the correct Fund Modification amount at the bottom of the page in the new column.

**Amendment for End of June By The Board
Ypsilanti Community Schools
2018 - 2019**

Resolved, that this resolution shall be the general appropriations of the Ypsilanti Community Schools for the fiscal year 2018-2019.
Resolution to make appropriations and to provide for the disposition of all income received by the Ypsilanti Community Schools.

	2018-2019 Adopted Budget	2018 - 2019 Amended Budget - February	2018 - 2019 Amended Budget February Restated	Change	June Amendment
REVENUE					
Local Revenue	\$10,726,700	\$10,813,058	\$10,813,058		\$10,813,058
State Revenue	\$31,086,004	\$31,477,321	\$31,477,321		\$31,477,321
Federal Revenue	\$5,397,810	\$6,346,614	\$6,346,614	\$2,213,886	\$8,560,500
incoming Transfers & Other Transactions	\$8,750,000	\$8,001,964	\$8,001,964		\$8,001,964
Fund Modifications		\$5,175,000			
Total Revenues	\$55,960,514	\$61,813,957	\$56,638,957	\$2,213,886	\$58,852,843
EXPENDITURES:					
Basic Programs, Instructions	\$24,189,166	\$23,287,111	\$23,287,111	\$1,070,711	\$24,357,822
Added Needs, Instruction	\$7,294,783	\$7,033,583	\$7,033,583	(\$489,615)	\$6,543,968
Pupil Support	\$6,556,282	\$6,325,627	\$6,325,627		\$6,325,627
Instructional Support	\$2,238,322	\$2,235,372	\$2,235,372	\$128,512	\$2,363,884
General Administration	\$735,298	\$776,879	\$776,879		\$776,879
Schools Administration	\$2,786,103	\$2,768,103	\$2,768,103	(\$86,896)	\$2,681,207
Business Support	\$827,055	\$827,055	\$827,055		\$827,055
Operations/Maintenance	\$5,591,862	\$6,048,029	\$6,048,029		\$6,048,029
Transportation	\$4,002,049	\$3,807,049	\$3,807,049		\$3,807,049
Central Services	\$1,615,810	\$1,540,794	\$1,540,794		\$1,540,794
Athletics	\$651,035	\$651,035	\$651,035	\$130	\$651,165
Community Services	\$378,134	\$408,134	\$408,134	(\$48,268)	\$359,866
Outgoing Transfers & Other Transactions	\$45,000	\$45,000	\$45,000		\$45,000
Debt Service	\$2,103,500	\$2,103,500	\$2,103,500		\$2,103,500
Fund Modifications	\$48,642	\$51,504	\$51,504	\$8,585	\$60,089
Total Expenditures	\$59,063,041	\$57,908,775	\$57,908,775	\$583,159	\$58,491,934
Excess Expenditures over Revenue	(\$3,102,527)	\$3,905,182	(\$1,269,818)	\$1,630,727	\$360,909
Audited Fund Balance - July 1, 2018	\$6,556,770	\$6,556,770	\$6,556,770		\$6,556,770
Projected Fund Balance - June 30, 2019	\$3,454,243	\$10,461,952	\$5,286,952		\$6,917,679
Committed			\$5,000,000		

**Resolution for Adoption By The Board
Ypsilanti Community Schools
2019 - 2020**

Amended: Shows starting Fund
Balance at the bottom of page on
July 1, 2019 is the same as the ending
balance on June 30 from 2018/19 amendment.

Resolved, that this resolution shall be the general appropriations of the Ypsilanti Community Schools for the fiscal year 2019-2020. Resolution to make appropriations and to provide for the disposition of all income received by the Ypsilanti Community Schools.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of 18.0000 mills, and unappropriated fund balance be available for appropriations in the GENERAL EDUCATION FUND of Ypsilanti Community Schools for the fiscal year of 2019-2020 as follows:

	2019 - 2020 Budget
REVENUE	
Local Revenue	\$10,813,058.00
State Revenue	\$31,477,321.00
Federal Revenue	\$7,560,614.00
incoming Transfers & Other Transactions	\$8,001,964.00
Fund Modifications	\$175,000.00
 Total Revenues	 \$58,027,957.00

BE IT FURTHER RESOLVED, that \$58,027,957 of the total available to appropriate in the GENERAL EDUCATION FUND is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES:

Basic Programs, Instructions	\$24,425,845.00
Added Needs, Instruction	\$6,543,968.00
Pupil Support	\$6,325,627.00
Instructional Support	\$2,363,884.00
General Administration	\$776,879.00
Schools Administration	\$2,681,207.00
Business Support	\$827,055.00
Operations/Maintenance	\$5,516,029.00
Transportation	\$3,807,049.00
Central Services	\$1,540,794.00
Athletics	\$651,165.00
Community Services	\$359,866.00
Outgoing Transfers & Other Transactions	\$45,000.00
Debt Service	\$2,103,500.00
Fund Modifications	\$60,089.00
 Total Expenditures	 \$58,027,957.00
 Excess Expenditures over Revenue	 \$0.00
 Projected Fund Balance - July 1, 2019	 \$6,917,679.00
 Projected Fund Balance - June 30, 2020	 \$6,917,679.00

**RESOLUTION AUTHORIZING ISSUANCE OF NOTES
IN ANTICIPATION OF STATE SCHOOL AID
(AUGUST 2019 BORROWING THROUGH THE
MICHIGAN FINANCE AUTHORITY)**

Ypsilanti Community Schools, Washtenaw County, Michigan (the "Issuer" or "School District")

A regular meeting of the board of education of the Issuer (the "Board") was held in the Professional Development Room of the Administration Building, within the boundaries of the Issuer, on the 24th day of June, 2019, at 6:30 o'clock in the p.m.

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

Present: Members President Dr. Celeste Hawkins, Vice-President Brenda Meadows, Secretary Maria Sheler-Edwards, Trustee Ellen Champagne, Trustee Meredith Schindler

Absent: Members Treasurer Gillian Ream Gainsley, Trustee Sharon Lee

The following preamble and resolution were offered by Member Maria Sheler-Edwards and supported by Member Brenda Meadows:

WHEREAS, under the terms of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended (the "Act"), the School District is authorized to borrow money for school operations and issue its notes therefor, in one or more series, pledging for the payment thereof moneys to be received by it pursuant to the State School Aid Act of 1979, Act 94, Public Acts of Michigan, 1979, as amended (the "State Aid Act"), which notes shall be the full faith and credit obligation of the School District; and

WHEREAS, the estimated amount of the state school aid appropriations allocated or to be allocated to the School District for the fiscal year ending June 30, 2020 and expected to be received by the School District from October 2019 through August 2020, inclusive (the "2019/2020 State Aid" or the "Pledged State Aid"), is shown in paragraph 1 of Exhibit A; and

WHEREAS, the School District has the need to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A to pay operating expenses for the fiscal year ending June 30, 2020, which amount is estimated to be not more than 70% of the difference between the total state school aid funds apportioned or to be apportioned to the School District for the 2019/2020 State Aid and that portion of the 2019/2020 State Aid already received or pledged; and

WHEREAS, the School District plans to issue or has issued notes, bonds or other obligations subject to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), relating to arbitrage and the rebate thereof, including but not limited to federally tax-exempt and/or tax-advantaged bonds and other obligations, not including this borrowing, during calendar year 2019 in the aggregate principal amount shown in paragraph 3 of Exhibit A; and

WHEREAS, the School District determines that it is in its best interest to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A and issue general obligation notes in one

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School District, pursuant to Section 1225 of the Act, shall issue its Notes in one or more series in order to borrow for the above purpose a sum not to exceed the amount shown in paragraph 2 of Exhibit A, the final amount and series designation to be determined by an officer designated in paragraph 4 of Exhibit A, or a designee who shall be a member of the administrative staff or board of education of the School District (each an "Authorized Officer"), prior to the sale of the Notes, or such portion thereof as the Michigan Department of Treasury (the "Treasury") may approve, if prior approval is necessary, and issue the Notes of the School District therefor in anticipation of the distribution of the Pledged State Aid.

2. The Notes shall be issued in one or more series, bear interest at the rate or rates determined on the sale thereof, which shall not exceed the maximum rate permitted by law at the time of sale, be dated as set forth in paragraph 5 of Exhibit A, or as of the date of delivery, and be due and payable on the date shown in paragraph 5 of Exhibit A. The Notes shall be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent in the State of Michigan, as shall be designated by the Authority. The Notes shall be in denominations to be determined by an Authorized Officer prior to the sale of the Notes. The Notes shall be subject to redemption prior to maturity as specified in the Purchase Contract described below.

3. The School District hereby appropriates a sufficient amount of the Pledged State Aid to repay the principal of and interest on the Notes. In addition, the full faith and credit of the School District is hereby irrevocably pledged for payment of the principal of and interest on the Notes and, in case of the insufficiency of the Pledged State Aid, the School District shall pay the Notes from any funds legally available therefor, and, if necessary, levy sufficient taxes on all taxable property in the School District for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

4. In the event any Authorized Officer determines that it is in the best interest of the School District to choose to pay all or a portion of the principal of and interest on the Notes with set-aside installments:

A. The School District shall set aside moneys in a separate fund with the depository designated in the Purchase Contract described below (the "Depository") to pay the principal of and interest on the Notes when due in three (3), five (5) or seven (7) consecutive monthly set-aside installments (the "Installment" or "Installments"), ending on July 20, 2020, and earlier on the 20th day of each month (or in the case of January, the 21st, and in the case of June, the 22nd), or such other state school aid payment date as may be provided for under state law (each a "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Payment Date shall be the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then in that event the School District pledges to use any and all other available funds to meet the Installment obligation. If the School District fails to set aside all or any portion of an Installment (the "Installment Shortfall") on the Payment Date, the Authority is authorized, pursuant to Section 17a(3) of the State Aid Act, to intercept 100% of the Pledged State Aid to be distributed to the School District beginning with the month following the School District's failure to meet the Installment obligation and all months thereafter, in accordance with the terms and conditions of the Purchase Contract (the "Purchase Contract") between the Authority and the School District. Beginning with the month following the Installment Shortfall, the

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Authority shall intercept 100% of the Pledged State Aid to be distributed to the School District and apply the intercepted amount on the following priority basis: (i) the Installment Shortfall; (ii) the current month's Installment; and (iii) any amounts remaining to be immediately distributed to the School District. The Intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the total principal of and interest on the Notes. Unless expressly authorized by the Authority, the maximum amount of each Installment will not exceed 50% of the amount of Pledged State Aid due to the School District in any set-aside month.

B. If the School District has failed to deposit all or a portion of an Installment by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the School District on the first business day following the last business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of such written notice from the Depository, the Authority shall promptly notify the School District that it will immediately commence to intercept 100% of the Pledged State Aid.

C. If on the date of the final Installment as specified in Schedule I to the Purchase Contract, the funds with the Depository are insufficient to pay the principal of and interest on the Notes when due, the School District, pursuant to Section 17a(3) of the State Aid Act to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the payment has been made.

D. Any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17a(3) of the State Aid Act.

E. Any Authorized Officer is further authorized to determine that each Installment is a partial mandatory redemption of a particular series of the Notes and that the last Installment is the maturity date of that series of the Notes, and such determination shall be conclusively evidenced by the Purchase Contract described below.

F. The School District authorizes and consents to the Authority entering into an investment agreement with a financial institution for the investment of funds deposited with the Depository on behalf of the Authority and the School District.

5. Any Authorized Officer is authorized to sell all or a portion of the Notes to the Authority without an Installment payment schedule (the "No Set-Aside Notes") pursuant to the provisions of this resolution. In that event: (A) any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept or advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17a(3) of the State Aid Act; (B) the School District acknowledges that payment of the principal of and interest on certain of the No Set-Aside Notes may be secured by a direct-pay letter of credit issued for the account of the Authority and the School District by one or more providers selected by the Authority (each a "Letter of Credit"); and each issuer a "Letter of Credit Bank"; (C) it shall not be deemed a default by the School District under the provisions of the Purchase Contract or the No Set-Aside Notes if the principal of and interest on the No Set-Aside Notes shall have been paid in full when due to the

Authority from proceeds of a drawing on the Letter of Credit and the drawing on the Letter of Credit is reimbursed by the School District on the designated date set forth in the reimbursement agreement relating to the Letter of Credit; and (D) the School District appoints the Authority as its agent to enter into the reimbursement agreement for and on behalf of the School District, if required by the Authority, as well as on the Authority's own behalf, and the School District agrees to be referred to as an account party in the Letter of Credit obtained by the Authority to secure payment of the No Set-Aside Notes and any series of the Authority's State Aid Revenue Notes issued to finance the Authority's purchase of the No Set-Aside Notes.

6. The President and Secretary of the Board of Education shall execute the Notes on behalf of the School District, and the executed Notes shall be delivered to the Authority upon the receipt of the purchase price therefor. The Vice President, Treasurer or Superintendent may execute the Notes instead of either the President or Secretary. The foregoing officials are hereby authorized to execute and deliver a temporary Note or Notes and exchanges, when available, final printed Notes therefor at the request of the Authority.

7. Unless the Notes are issued as federally taxable, the School District hereby covenants for the benefit of all holders of the Notes to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be or continue to be excluded from gross income for federal income taxation purposes, including, but not limited to, requirements relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Note proceeds and moneys deemed to be Note proceeds.

8. If necessary, any Authorized Officer is hereby authorized to make application to Treasury for and on behalf of the School District for an order approving the issuance of the Notes and to pay any applicable fee therefor, or a post-issuance filing fee, as applicable.

9. The President, Vice President, Secretary, Treasurer, Superintendent, individual acting in the capacity of the school business official, or designee and any Authorized Officer are further authorized to execute any documents or certificates necessary to complete the transaction including, but not limited to, any certificates relating to federal or state securities laws, rules or regulations.

10. The Notes shall be sold to the Authority and the following provisions shall apply:

A. Any Authorized Officer is hereby authorized to execute and deliver one or more Purchase Contracts with the Authority (which shall be determined by whether one or more series of Notes are issued hereunder) in substantially the form attached hereto as Exhibit B reflecting the terms and conditions of the borrowing with such additions, deletions or substitutions (including without limitation additions, deletions or substitutions required by any Letter of Credit Bank(s) or any purchaser(s) of any series of the Authority's State Aid Revenue Notes issued by the Authority to finance its purchase of the No Set-Aside Notes), as the Authority and any Authorized Officer shall deem necessary and appropriate, including the number of set-asides, if any, and their dates and amounts, and not inconsistent with the provisions of this resolution. The choice of whether to make Installments for the Notes and/or the number, dates and amounts of Installments shall be conclusively evidenced by the Purchase Contract. The Purchase Contract shall include the School District's agreement with respect to any Installment not received by the Depository from the School District on the respective Payment Date, to pay the Authority an amount as invoiced by the Authority to recover its administrative costs and lost investment earnings attributable to that late payment.

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- B. Any Authorized Officer is further authorized to approve (i) the specific interest rate(s) to be borne by the Notes, not exceeding the maximum rate permitted by law, (ii) the purchase price of the Notes, not less than the price specified in paragraph 6 of Exhibit A, (iii) a guaranteed investment agreement or other permitted investment in accordance with state law for funds paid to the Depository, if applicable, (iv) direct payments of Pledged State Aid to and if required by the Authority, and (v) other terms and conditions relating to the Notes and the sale thereof.

- C. The form of the Notes shall contain the following language in substantially the form set forth below as applicable, with such additions, deletions or substitutions (not inconsistent with the Purchase Contract) as the Authority and any Authorized Officer shall deem necessary and appropriate:

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured and all other outstanding and unpaid amounts owing by the School District under the Purchase Contract shall bear interest until paid at an interest rate per annum based upon a 360-day year for the actual number of days elapsed equal to the "Default Rate" as described in Schedule I to the Purchase Contract.

11. By opting to sell its Notes to the Authority, the School District hereby determines that it is in the best interest of the School District to sell its Notes to the Authority rather than sell the Notes at a competitive sale based upon the historical performance of the Authority's note pool program whereby competitive interest rates and reduced costs of issuance are obtained by pooling several participating school districts in one or more series of notes.

12. Within fifteen (15) business days after issuance of the Notes, the Board hereby authorizes and directs the Superintendent to cause to be filed with Treasury any and all documentation required subsequent to the issuance of the Notes, along with any statutory required fee.

13. The series of Notes issued hereunder are of equal standing as to the Pledged State Aid. The School District reserves the right to issue additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid with the prior written consent of an authorized officer of the Authority. The School District further resolves that the amount payable as to principal and interest on the Notes plus the amount payable as to principal and interest on or prior to the maturity date of the Notes on any additional notes or other obligations of equal standing with the Notes as to payment from Pledged State Aid will not exceed 75% of the amount of Pledged State Aid.

14. The Authority has appointed Thrun Law Firm, P.C. to act as counsel to the underwriter and the structuring agent for the August 2019 state aid note program. The School District consents to Thrun Law Firm, P.C. representing this School District and acting as counsel to the underwriter and the structuring agent for the Authority's August 2019 state aid note program.

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EXHIBIT A

- Estimated 2019/2020 State Aid allocated or to be allocated for fiscal year ending June 30, 2020: \$_____ (total amount estimated to be received from October 1, 2019 through August 31, 2020)
- Amount of borrowing not to exceed: \$5,000,000
- Principal amount of notes, bonds or other obligations, including but not limited to federally tax-exempt and/or tax-advantaged bonds, not including this borrowing, that have been issued or are expected to be issued during the 2019 calendar year: \$_____ (include plans for voted or non-voted bonds, refunding bonds, additional state aid notes, tax anticipation notes, installment purchase agreements, lines of credit, and lease-purchase agreements)
- Authorized Officer: President, Vice President, Secretary or Treasurer of the Board of Education, Superintendent, Assistant/Associate Superintendent or individual acting in the capacity of the school business official, or a designee thereof
- The Notes shall be dated August 20, 2019 and shall mature on July 20, 2020, August 20, 2020, or such other date as determined by any Authorized Officer
- Purchase price: Not less than 97% of the principal amount of the Notes
- Five percent (5%) of estimated fiscal year 2018/2019 operating expenses: \$_____

15. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

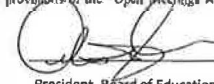
Ayes: Members Hawkins, Meadows, Sheler-Edwards, Champagne, Schindler

Nays: Members None

Resolution declared adopted.


President, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Ypsilanti Community Schools, Washtenaw County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on June 24, 2019, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).


President, Board of Education

MDG/keh

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EXHIBIT B

FORM OF PURCHASE CONTRACT

[Insert Name of School District Here]

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before the date set forth below. The Issuer accepts the electronic or digital signature of the Authority's Executive Director (or other authorized officer of the Authority) if set forth below and acknowledges that it has the same legal effect and enforceability as a manual signature.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, including those set forth in Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, notes (the "Notes") in the principal amount and with the interest rate as shown in Schedule I. The purchase price for the Notes shall be as set forth in Schedule I.

IF THREE, FIVE OR SEVEN SET-ASIDES ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer acknowledges that the Authority will purchase the Notes with proceeds from certain State Aid Revenue Notes to be issued by the Authority (the "Authority's Notes"). The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include underwriters' discount, printing charges, rating agency charges, trustee fees, note counsel fees, and other counsel fees and issuance fees of the Authority and the underwriter(s) related to the Authority's Notes; provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown in Schedule I.

The Issuer pledges to pay the principal of and interest on the Notes from its State School Aid appropriations allocated or to be allocated to it for the fiscal year ending June 30, 2020 and to be paid from October 2019 through August 2020, inclusive (the "Pledged State Aid"). Moneys to pay the principal of and interest on the Notes when due shall be set aside in a separate fund with the Depository (as defined in Schedule I) as hereinafter described in 3, 5 or 7 installments (the "Installment" or "Installments") as specified in Schedule I, or such other State School Aid payment date as may be provided for under state law (the "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Installment shall be due on the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. Notwithstanding the foregoing, the Issuer hereby irrevocably directs the Treasurer of the State of

Michigan to directly transfer to the Depository payment of the Issuer's current month's installment from the Pledged State Aid received during the month of the installment on the Payment Date. If, for any reason, the Pledged State Aid received during the month of an installment is insufficient to pay the installment (an "Installment Shortfall"), the Issuer pledges to use any and all other legally available funds to pay the Installment Shortfall. If the Issuer has failed to deposit with the Depository all of the Installment Shortfall by the last business day of the month of the installment, the Depository is authorized and directed to give written notice in the Authority, the State Treasurer, and the Issuer on the first business day following the last business day of the month of the failure to deposit all of the Installment Shortfall. Upon receipt of written notice from the Depository, the Authority shall promptly notify the Issuer that it will immediately commence to intercept Pledged State Aid as described herein.

Pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the "Act"), the Authority is authorized to intercept 100% of the Pledged State Aid to be distributed to the Issuer. Beginning with the month following the Installment Shortfall, for Pledged State Aid to be distributed to the Issuer pursuant to the Act on or before July 20, 2020, the Authority shall intercept 100% of that Pledged State Aid and apply the intercepted amount on the following priority basis: (A) to the Installment Shortfall; (B) to the current month's installment; and (C) any amounts remaining to be immediately distributed to the Issuer. Except as otherwise provided below, the Intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the principal of and interest on the Notes.

If on the date of the final installment as specified in Schedule I, the funds on deposit with the Depository are insufficient to pay the principal of and interest on the Notes when due, and any and all other amounts owed by the Issuer as set forth in Schedule I (the "Payment Obligations"), and the Issuer also has an outstanding no set-aside state aid note issued as a separate series on August 20, 2019 (a "No Set-Aside Note") and purchased by the Authority with proceeds from the Authority's State Aid Revenue Notes, Series 2019A-2, then the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the Payment Obligations, assigns to the Authority and authorizes to intercept, and directs the State Treasurer to advance, the Issuer's Pledged State Aid to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 20, 2019, by and among the Authority, the Treasurer of the State of Michigan and _____.

If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal of and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

(i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer earlier than August 2020 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall, after the Authority's Notes are paid, any amounts remaining shall be immediately distributed to the Issuer; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the Notes. Each TIA shall be in a form prescribed by the Authority, with such additions, deletions

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or substitutions reasonably required by any local taxing unit that collects operating taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.]

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's Notes and a Trust Indenture dated as of August 1, 2019, issued by the Authority pursuant to its Note Authorizing Resolution adopted April 23, 2019, and for the Authority's obligations under a Note Purchase Agreement between it and any underwriter(s) of the Authority's Notes.

IF NO SET-ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT RELATING TO THE AUTHORITY'S STATE AID REVENUE NOTES SECURED BY A LETTER OF CREDIT (IF ANY):

[The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid Act") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include underwriter's discount, printing charges, letter of credit fees and related charges of a letter of credit (including, without limitation, all other amounts owing by the Authority under the reimbursement agreement relating to the letter of credit), rating agency charges, trustee fees, note counsel fees, and other counsel fees and issuance fees of the Authority related to the Authority's Notes (as defined below); provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown on Schedule I hereto.

The Issuer acknowledges that (A) the Authority will purchase the Notes with proceeds from the State Aid Revenue Notes, Series 2019A-2 to be issued by the Authority (the "Authority's Notes"); and (B) the payment of the principal of and interest on the Authority's Notes will be secured by a direct-pay letter of credit (the "Letter of Credit") to be issued by _____ (the "Bank"), pursuant to a reimbursement agreement among the Authority, _____ (as Trustee and Depository), and the Bank, dated as of August 20, 2019 (the "Reimbursement Agreement").

The Issuer agrees that it will deposit with the Depository (as defined in Schedule I) payment of the principal of and interest on the Notes in immediately available funds, the full amount of such principal of and interest on the Notes to be received by the Depository by 11:00 a.m. on the maturity date of the Notes. The Issuer pledges to pay the principal of and interest on its Notes from the 2019/2020 State School Aid to be allocated to it and to be paid from October 2019 through August 2020, inclusive (the "Pledged State Aid").

Not later than August 2020, the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on August 20, 2020 (the maturity date of the Notes) to pay the principal

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of and interest on the Notes when due on that maturity date. If the Issuer determines that there will be insufficient funds on deposit with the Depository on August 20, 2020 to pay the principal of and interest on the Notes on the maturity date of the Notes, the Issuer will so notify the Authority by telephone and email not later than August 2020 (email to: TreasMFA-StateAidNote@Michigan.gov; and telephone the Executive Director, 517-335-0994).

If on the maturity date of the Notes there are insufficient funds on deposit with the Depository to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the "Act"), to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance the Issuer's Pledged State Aid to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 20, 2019, by and among the Authority, the State Treasurer of the State of Michigan, and _____.

The Issuer acknowledges that such a State Aid Agreement will be executed among the Authority, the State Treasurer, the Depository, and the Trustee for the Authority whereby the State Treasurer agrees to intercept and/or advance all or part of any State School Aid as described under this Purchase Contract. Notwithstanding the foregoing:

(A) The Issuer hereby irrevocably directs the State of Michigan to pay to the Depository 100% of the Pledged State Aid to be distributed to the Issuer in August 2020, and the Depository shall apply the August 2020 State School Aid payment on the following priority basis: (1) first, to pay the Bank the amount necessary to reimburse it for the drawing on the Letter of Credit to pay principal of and interest on the Authority's Notes on August 20, 2020; (2) second, all other amounts due and owing to the Bank under the Reimbursement Agreement; (3) third, to pay any outstanding obligations relating to any other notes issued and delivered by the Issuer to the Authority concurrently with the Notes ("Other Notes"), if any; and (4) any amount remaining to be immediately distributed to the Issuer.

(B) If (i) the Issuer's August 2020 State School Aid payment will be less than the aggregate amount of principal of and interest on the Notes and on any Other Notes, and (ii) the Issuer will pay any of the remaining amount due from any source other than proceeds from its borrowing in the Authority's August 2020 state aid note pool, the Issuer shall give written notice by August 2020 to the Authority and the Depository specifying each such source and amount (e.g., \$____ will be wired to the Depository from [bank name]).

(C) If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal of and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

(i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer earlier than August 2020 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall be applied after the Authority's Notes are paid in the same manner as provided in paragraph (A) above; and/or

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The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's Notes and a Trust Indenture dated as of August 1, 2019, issued by the Authority pursuant to its Note Authorizing Resolution adopted April 23, 2019 and the Authority's obligations under the Reimbursement Agreement.

The Issuer acknowledges that Section 15 of the Authority's enabling statute, the Shared Credit Rating Act, as amended, provides for a statutory lien on the Authority's pledge of the Pledged State Aid which is paramount and superior to all other liens for the sole purpose of paying the principal of, and interest on, (i) the Authority's Notes and (ii) if proceeds of any State Aid Revenue Notes of any other series issued and delivered by the Authority concurrently with the Authority's Notes are used to purchase any other notes of the Issuer, those other State Aid Revenue Notes.

The Issuer further acknowledges that Section 17a(3) of the Act does not require the State to make an appropriation to any school district or intermediate school district and shall not be construed as creating an indebtedness of the State.

With respect to any payment not received from the Issuer by the Depository by the time and date due under this Purchase Contract, the Issuer agrees to pay the Authority an amount as invoiced by the Authority to recover its administrative costs attributable to the late payment. The Issuer further agrees to reimburse the Authority (A) for any and all amounts which the Authority may have to rebate to the federal government due to investment income which the Issuer may earn in connection with the issuance or repayment of its Notes and (B) for the Issuer's pro rata share of the Costs of Issuance that were paid by the Authority in the event that the Authority is required to rebate investment earnings to the federal government regardless, in either case, whether the Issuer is subject to such rebate or not. In the event the Issuer does not meet any arbitrage rebate exception pursuant to the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, relative to the Notes, the Issuer will make any required rebate payment to the federal government when due.

The Issuer shall make the Notes and its other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents") available for inspection by the Authority on August 20, 2019, at the offices of the Thrin Law Firm, P.C., East Lansing, Michigan, at 9:00 a.m., prevailing Eastern Time, on August 20, 2019 ("Closing Date"). The Issuer shall deliver the Notes to the Authority at the offices of Miller, Canfield, Paddock and Stone, P.L.C., Lansing, Michigan, together with the Closing Documents, and the Authority shall accept delivery of the Notes and the Closing Documents and pay the purchase price for the Notes.

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The Authority shall have the right in its sole discretion to terminate the Authority's obligations under this Purchase Contract to purchase, except delivery of and pay for the Notes if the Authority is unable for any reason to sell and deliver the Authority's Notes on or prior to the Closing Date.

Michigan Finance Authority

By _____
Its Authorized Officer

Accepted and Agreed to this
_____ day of _____, 2019

By _____ ("Issuer")
Title: _____

(Signature page to Purchase Contract)

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right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the Notes. "Other Obligations" as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2019 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2019A-2, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2019. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

11. The Notes and related funds on hand with the Depository are Security for the Authority and the Trustee. The Issuer is directing the Authority, and the Authority is directing the Depository, to enter into an investment agreement with a financial institution for investment of such funds on behalf of the Authority and the Issuer. Subject to all ownership and security interests of the Authority, the Trustee and the Depository in and to such funds, accounts and investment, and to the extent required by law, an undivided interest in and to such investment, in the Issuer's designated allocable amount, is granted to the Issuer.

[Note: If a Purchaser of the Authority's State Aid Revenue Notes, Series 2019A-2, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be added to this Schedule I, as appropriate.]

Schedule I-2

Schedule I

(INSTALLMENT PAYMENT SCHEDULE)

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby covenants that it will deposit all installment payments as set forth in paragraph 9 below with _____, or its successor (the "Depository") at its designated corporate trust office located in _____, Michigan. [The Issuer directs the Depository to use the proceeds of the installment payments to acquire U.S. Treasury Obligations state and local government series (SLGS) and/or such other U.S. Treasury notes, bonds, bills and securities as authorized and directed by the Authority and as permitted by law, or, if authorized and directed by the Authority, to enter into an investment contract with a financial institution on behalf of the Issuer for the investment of the installment payments.] In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.
2. The number of installments shall be as set forth in paragraph 9 below. The Issuer hereby agrees to deposit funds with the Depository in accordance with the Purchase Contract and its resolution authorizing the Notes.
3. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.
4. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2019, through August 31, 2020.
5. The principal amount and the initial interest rate on the Notes shall not exceed \$ _____ and _____ % per annum, respectively.
6. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$ _____, plus (B) the Issuer's pro rata share of related charges pursuant to the Note Purchase Agreement between the Authority and the underwriter(s).
7. The Notes shall be dated August 20, 2019 and shall mature on [August 20], 2020.
8. The purchase price of the Notes shall be \$ _____ (par of \$ _____ [less net discount of \$ _____] [plus net premium of \$ _____]).
9. The amounts of the Installments/Mandatory Redemptions on the Payment Dates are:

Payment Date	Installment/Mandatory Redemption
--------------	----------------------------------

10. As long as the Notes are outstanding, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2020 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 20, 2020; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior

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Schedule I

(NO INSTALLMENTS)

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby agrees to deposit or cause to be deposited funds to pay principal of and interest on the Notes with _____, or its successor (the "Depository") at its designated corporate trust office located in _____, Michigan, in accordance with the Purchase Contract and resolution authorizing the Notes. In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.
2. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.
3. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2019, through August 31, 2020.
4. The principal amount and the initial interest rate on the Notes shall not exceed \$ _____ and _____ % per annum, respectively.
5. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$ _____, plus (B) the Issuer's pro rata share of related charges pursuant to the Reimbursement Agreement among the Authority, the Bank and the Depository (including, without limitation, all other amounts owing by the Authority under the Reimbursement Agreement and the initial fee of the Bank).
6. The Notes shall be dated August 20, 2019 and shall mature on [August 20], 2020.
7. The purchase price of the Notes shall be \$ _____ (par of \$ _____ [less net discount of \$ _____] [plus net premium of \$ _____]).
8. The amounts of the Installments/Mandatory Payments on the Payment Dates are:

Payment Date	Installment/Mandatory Redemption
--------------	----------------------------------

9. Drawings on the Letter of Credit shall be reimbursed to the Bank on the same day in immediately available funds and reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit shall be reimbursed to the Bank on demand as provided in the Reimbursement Agreement. Interest shall be payable to the Bank at a daily fluctuating interest rate per annum (the "Bank Reimbursement Rate") equal to (i) in the case of any amount drawn under the Letter of Credit and not so reimbursed, the Base Rate plus _____ %; and (ii) in the case of any aforesaid reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit, the Base Rate plus _____ %.

"Adjusted One Month LIBOR Rate" means for any date an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) _____ % per annum plus (ii) the quotient of (a) the interest rate determined by the Bank by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a

Schedule I-1

maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month, provided that if the rate for any date so determined shall be less than zero, such rate shall be zero for purposes of this calculation.

"Base Rate" means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) _____ percent (____%) per annum.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

"Prime Rate" means, for any day, the rate of interest announced by _____ from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate.

"Reserve Requirement" means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Purchaser the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Reserve Requirement shall reflect any reserves required to be maintained by the Purchaser against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.

10. So long as the Notes are outstanding or any amounts are due and owing to the Authority under this Purchase Contract, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2020 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 20, 2020, and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of Interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the payment of the Notes. "Other Obligations" as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2019 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2019A-1, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2019. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

[Note: If a Purchaser of the Authority's State Aid Revenue Notes, Series 2019A-1, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be modified, or added to, this Schedule I, as appropriate.]

Schedule I-2

Board of Education

Name	Location	Position	New Position or Replacement	Salary
New Hire				
Andrews, Monda	Transportation	Bus Driver	New	\$20.55
Cochran, Jerome	Transportation	Safety Coordinator	New	\$60,000.00
Cowan, Martha	Transportation	Bus Driver	New	\$20.55
Cox, Nakya	Transportation	Bus Driver	New	\$20.55
Davis, Theresa	Transportation	Office Coordinator	New	\$18.80
Denoyer, Denise	Transportation	Bus Driver	New	\$22.55
Dixon, Delise	Transportation	Bus Driver	New	\$20.55
Elston, Sonny	Transportation	Monitor	New	\$14.80
Frazier, Carolette	Transportation	Monitor	New	\$14.80
Freeman, Alex	Transportation	Bus Driver	New	\$20.55
Gardner, Orangelle	Transportation	Bus Driver	New	\$20.55
Gibbs, Angie	Transportation	Bus Driver	New	\$20.55
Gibbs, Shantel	Transportation	Monitor	New	\$14.80
Glover, Mildred	Transportation	Bus Driver	New	\$20.55
Goodman, David	High School	ELA/Spanish Teacher	Replacement	\$38,500.00
Green, Kathy	Transportation	Monitor	New	\$16.80
Green, Neshada	Transportation	Monitor	New	\$14.80
Hall, Chauna	Transportation	Bus Driver	New	\$20.55
Harmon, Michelle	Transportation	Monitor	New	\$14.80
Harris, Hugh	Transportation	Bus Driver	New	\$20.55
Hence, Alyssia	Middle School	Special Education Social Worker	Replacement	\$43,750.00
Jordan, Althea	Transportation	Bus Driver	New	\$20.55
Kelly, Peggy	Transportation	Bus Driver	New	\$20.55
Lucas, Shirley	Transportation	Bus Driver	New	\$22.55
Marshall, Candice	ACCE	Special Education Social Worker	Replacement	\$43,750.00
Pelino, Carlene	High School	ELA Teacher	Replacement	\$52,500.00
Roberts, Danielle	Transportation	Route Coordinator	New	\$21.60
Roberts, Takia	Transportation	Monitor	New	\$14.80
Robertson, Felisha	Transportation	Monitor	New	\$14.80
Robinson, Devon	Transportation	Monitor	New	\$14.80
Rougeau, Chantal	Transportation	Bus Driver	New	\$20.55
Roy, Kathi	Transportation	Bus Driver	New	\$20.55
Seaborn, QuinnShanna	Transportation	Bus Driver	New	\$20.55
Simon, David	Transportation	Monitor	New	\$14.80
Sturdivant, Christopher	Transportation	Monitor	New	\$14.80
Taylor, Aleya	Transportation	Monitor	New	\$14.80
Thomas, Johnnie	Transportation	Bus Driver	New	\$20.55
Tubbs, Natasha	Transportation	Monitor	New	\$14.80
Virgil, Paulene	Transportation	Monitor	New	\$14.80
Watson, Jennifer	Transportation	Bus Driver	New	\$20.55
Whitley, Treesa	Transportation	Dispatcher	New	\$22.59
Whitted, Christopher	Transportation	Monitor	New	\$14.80

Note this list is subject to change. If there are any changes, an updated version will be shared before the next meeting. (Continued on next page)

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.

APEX Credit Recovery

Apex Learning Price Quote

Ypsilanti Community Schools
1885 Packard Rd
Ypsilanti, MI 48197-1846



1215 4th Ave, Suite 1500
Seattle, WA 98161

Attention: Bob Heskett

Ypsilanti Community Schools has requested a price quote from Apex Learning® for a digital learning solution. Apex Learning proposes the following digital curriculum and services to meet your goals and objectives.

Digital Curriculum	Unit	Unit Price	Volume Discount	Discounted Unit Price	Quantity	Extended Price
Comprehensive Courses	12-month Unlimited Enrollment Subscription	\$250.00	60%	\$100.00	400	\$40,000.00
Digital Curriculum Sub-Total						\$40,000.00

Total Price	\$40,000.00
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31A
Funding

Prices above do not include any applicable sales or other taxes. The above prices are valid for 60 days from 5/17/2019 unless stated otherwise.

If you choose to complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total price, credit card payment, or an executed Apex Learning contract. Please fax or e-mail the signed quote and a valid purchase order to the attention of **Hadley Woodhouse** at (206) 381-5601 or salesdocs@apexlearning.com.

Payment of all invoices is due within 30 days of the invoice date. Payments via credit card are subject to a processing fee, equal to 3% of the amount charged to such card.

Please see Attachment A for information regarding the purchase of Apex Learning digital curriculum and services.

Thank you for your consideration of an Apex Learning digital learning solution.

Signature	Date	Printed Name	Title
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Attachment A
Purchasing Apex Learning Digital Curriculum and Services

1. Comprehensive Courses

Unlimited Enrollment Subscriptions: An Unlimited Enrollment Subscription provides access for a period of 12 months for one student enrolled in any number of Comprehensive Courses at one time. If a student completes or withdraws from all courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. Apex Learning counts the number of enrolled students if Unlimited Enrollment Subscriptions are purchased. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased.

Additional Subscriptions: Additional subscriptions may be purchased for access through the same order end date as the original order.

There are no credits or refunds for purchases of subscriptions to Comprehensive Courses.

2. Course Materials

Certain Comprehensive Courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for Comprehensive Courses and ALVS enrollments does not include any such course materials. The course materials list can be found at http://www.apexlearning.com/documents/materials_list.pdf.

Required and optional books may be purchased from Apex Learning at either the per set or per book price at the time of purchase as stated on Apex Learning's course materials list. The price for books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

3. Parental Consent

The client is responsible for obtaining any necessary parental consent for each student to use Apex Learning digital curriculum.

4. Laboratory Activities

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities.

5. Professional Development

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed contract and must be scheduled at least 2 weeks in advance of the delivery date.

Cancellations: If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses at the time that onsite professional development session is delivered.

Expiration: Professional development must be delivered prior to the order end date. There are no credits or refunds for unused professional development sessions.



Client Order

Q-32339

Illuminate Education

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 5/8/2019
Valid Through: 6/7/2019

Prepared By: Kate Pechacek

Start Date: 7/1/2019
End Date: 6/30/2022
Quote Term: 36

Customer: Ypsilanti Community Schools
Address: 1885 Packard Rd
Ypsilanti, Michigan 48197

Contact: Sherrell Hobbs
Phone:
Number of Schools: 8

Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3,712	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.13	\$7,906.56
3,712	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.28	\$15,887.36
Year 1 TOTAL:				\$23,793.92

2019/20
General Fund

Year 2

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3,712	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.13	\$7,906.56
3,712	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.28	\$15,887.36
Year 2 TOTAL:				\$23,793.92

Year 3

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3,712	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.13	\$7,906.56
3,712	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.28	\$15,887.36
Year 3 TOTAL:				\$23,793.92

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client's purchase order as specified herein.

(b). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). **"Licensed Product(s)"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(f). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 ("Termination").

(g). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall

govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate's Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)

modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature; (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update,

adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to

notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or

(ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13

("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES.** SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or

consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.



#1: Online K-2 Math
#2: K-8 Lang/Literacy Online Supplemental Program
#3: Gr 3-5 Math (currently funded by MDE; no cost to YCS)

Purchase Contract

Page 1 of 3

Purchase Contract

Agreement Terms:

This purchase contract ("**Agreement**") documents a purchase made by Ypsilanti Community Schools (MI) ("**Customer**") from Imagine Learning, Inc. ("**Company**"). In exchange for the consideration described on #QT66653 (a copy of which is attached hereto as "**Exhibit A**"), and subject to the terms (including product information, license numbers, payment amounts, payment deadlines, and rates for future years if applicable) listed thereon, Company will provide Customer access to the named education software products.

This Agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a Customer-approved purchase order, etc.) outlined on **Exhibit A** are not met.

Registration, Implementation, Training, and Support information:

Registration. Customer is responsible to complete the registration process outlined in the attached "**Exhibit B**".

Implementation and Training Services. Customer's purchase of Company's software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted on **Exhibit A**.

Support and Upgrades. As part of Customer's purchase of licensed software under the Agreement, Company will, throughout the term of the Agreement, provide the following:

1. Imagine Learning Customer Care is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST or by email at: support@imaginelearning.com.
2. Calls to Imagine Learning Customer Care by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
3. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
4. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
5. Company will provide updates to the licensed software product(s) on a regular basis; Customer will be notified regularly of new content and will receive newly developed content for the licensed product(s) when available.

ACCEPTED AND AGREED:

Ypsilanti Community Schools (MI)

Imagine Learning, Inc.

By:

By:

Print:

Alena Zachery-Ross

Print:

J. Brent Taylor

Title:

Superintendent

Title:

Vice President, Finance

Date:

Date:

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

**Exhibit A****Bill To**

Ypsilanti Community School District
1885 Packard Rd.
Ypsilanti MI 48197

Ship To

Ypsilanti Community School District
1885 Packard Rd.
Ypsilanti MI 48197

QT66653
Date 6/11/2019
Valid Until 7/26/2019
Partnership Manager Andy Leonard

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at (313) 510-6913 or andy.leonard@imaginelearning.com.

Quantity	Item	Unit Price	Ext. Price
1	District-wide Imagine Language & Literacy	\$94,000.00	\$94,000.00
1	Discount		(\$38,000.00)
	Imagine Language & Literacy Subtotal		\$56,000.00
1	District-wide Blueprint	\$10,000.00	\$10,000.00
1	Premier District Success Level, which includes: -- Onboarding (initial conference call and proactive monitoring); -- Professional learning (on-site kick-off, "PD Now", webinar series, Imagine Learning University); -- Ongoing success (teacher care, dedicated Customer Success Manager, quarterly reviews, end-of-year evaluation); -- Additional value (1 set of printed resources and discounts on additional success options)		\$9,000.00
	3 Year contract summary -- Total Value: \$582,000.00 -- Purchase Price: \$225,000.00		
	Payment Schedule:		
	Payment 1 for \$40,000.00 with payment due 6/28/2019		
	Payment 2 for \$35,000.00 with purchase order due 7/1/2019 and payment due 7/31/2019		
	Payment 3 for \$75,000.00 with purchase order due 6/1/2020 and payment due 6/30/2020		
	Payment 4 for \$75,000.00 with purchase order due 6/1/2021 and payment due 6/30/2021		

Include the quote number (#QT66653) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal \$75,000.00

Total Tax \$0.00

Total: \$75,000.00

Title I Funding

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

For information about Imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

Exhibit B: Customer Registration

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. **To get started, please enter the information listed below at the following link:**

Customer Registration

The following information will be requested to ensure a successful implementation:

1. **Selected Quote Number** - located in the upper right corner of the quote
2. **Schools** - List sites where the licenses will be utilized
3. **Contact Information** - Provide email and phone number for the following:
 - Implementation Contact - Who will be helping the sites implement the products?
 - Technical Contact - Who is responsible for reviewing technical specifications?
 - Rostering Contact - Who is responsible for rostering students?
 - Accounts Payable Contact - Who will be handling the financial aspect of the transaction?
4. **Billing & Shipping Addresses**
5. **Target Launch Date** - State the desired start date for student access
6. **Technical Specifications** - including:
 - Rostering Method
 - Device Type
 - Approximate number of students using licenses at each school
 - Review technical specifications at this website: [**Imagine Learning System Requirements**](#)

In order to achieve the desired success with student outcomes, customer agrees to implement and use the program(s) with fidelity in accordance with the minimum usage recommendations shown on the chart below:

Product	Grades	Session Length	Number of Sessions per Week
Imagine Language & Literacy	PreK - K	15 minutes	Struggling Readers: 3+ Students on or above grade level: 2+
	1 - 2	20 minutes	
	3 +	25 - 30 minutes	
Imagine Español	PreK - 1	15 - 20 minutes	All Students: 3
Imagine Math Facts	All	30 minutes	All Students: 1
Imagine Math	All	30 - 45 minutes	All Students: 2 +
Blueprint	PreK - 1	20 - 30 minutes	All Students: 3 - 4
STAAR Readiness	2 - 8	30 minutes	All Students: 2

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Bill To

Ypsilanti Community School District
1885 Packard Rd.
Ypsilanti MI 48197

Ship To

Ypsilanti Community School District
1885 Packard Rd.
Ypsilanti MI 48197

QT66654

Date 6/11/2019

Valid Until 7/26/2019

Partnership Manager Andy Leonard

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at (313) 510-6913 or andy.leonard@imaginelearning.com.

Quantity	Item	Unit Price	Ext. Price
1	District-wide Imagine Language & Literacy All students have an Imagine Language & Literacy license available for one year from date of purchase.	\$94,000.00	\$94,000.00
1	Discount		(\$38,000.00)
	Imagine Language & Literacy Subtotal		\$56,000.00
1	Premier District Success Level		\$9,000.00
	Includes: -- Onboarding (initial conference call and proactive monitoring) -- Professional learning (on-site kick-off, "PD Now", webinar series, Imagine Learning University) -- Ongoing success (teacher care, dedicated Customer Success Manager, quarterly reviews, end-of-year evaluation) -- Additional value (1 set of printed resources and discounts on additional success options)		
1	Discount (PD will be split between two funding sources, thank you)		(\$4,500.00)

Include the quote number (#QT66654) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal \$60,500.00

Total Tax \$0.00

Total: \$60,500.00

K-8 Language & Literacy Program Title I Funds

Thank you for choosing Imagine Learning!

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1885 Packard Rd.
Ypsilanti MI 48197

Ship To

Ypsilanti Community School District
1885 Packard Rd.
Ypsilanti MI 48197

QT66655

Date 6/11/2019**Valid Until** 7/26/2019**Partnership
Manager** Andy Leonard

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at (313) 510-6913 or andy.leonard@imaginelearning.com.

Quantity	Item	Unit Price	Ext. Price
1	District-wide Blueprint All students have a Blueprint license available for one year from date of purchase.	\$10,000.00	\$10,000.00
1	Premier District Success Level Includes: -- Onboarding (initial conference call and proactive monitoring) -- Professional learning (on-site kick-off, "PD Now", webinar series, Imagine Learning University) -- Ongoing success (teacher care, dedicated Customer Success Manager, quarterly reviews, end-of-year evaluation) -- Additional value (1 set of printed resources and discounts on additional success options)		\$9,000.00
1	Discount (PD will be split between two funding sources, thank you)		(\$4,500.00)

Include the quote number (#QT66655) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PO@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal \$14,500.00**Total Tax** \$0.00**Total:** \$14,500.00

**K-2 Math Program
Title I Funds**

Thank you for choosing Imagine Learning!

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Customer Registration

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 - Device Type
 - Approximate number of students using licenses at each school
 - Review technical specifications at this website: [Imagine Learning System Requirements](#)

In order to achieve the desired success with student outcomes, customer agrees to implement and use the program(s) with fidelity in accordance with the minimum usage recommendations shown on the chart below:

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Imagine Español	PreK - 1	15 - 20 minutes	All Students: 3
Imagine Math Facts	All	30 minutes	All Students: 1
Imagine Math	All	30 - 45 minutes	All Students: 2 +
Blueprint	PreK - 1	20 - 30 minutes	All Students: 3 - 4
STAAR Readiness	2 - 8	30 minutes	All Students: 2

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privacy@imaginelearning.com.

July 1, 201 - June 30, 2020



2019/20 NWEA: Assessed will be 770
K-2 students on the MAP Growth K-2 Assessment
and 2,894 Grades 2-10 students on the MAP
Growth Math, Reading & Language Assessment.

Schedule A

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 10/01/2019
License End Date: 09/30/2020
Prepared By: Michelle Carter
Phone: (503) 548-5264
Email: michelle.carter@nwea.org
Bill To Name: Ypsilanti Community Schools
Bill To Address: Attn: ACCOUNTS PAYABLE
1885 Packard Road
Ypsilanti, MI 48197

Created Date: 06/11/2019
Quote Number: 00019341
Partner ID: 4029
Contact Name: Carlos Lopez
Phone: (734) 221-1221
Email: clopez2@yoschools.us
Ship To Name: Ypsilanti Community Schools
Ship To Address: 1885 Packard Road
Ypsilanti, MI 48197

Product	Sales Price	Quantity	Total Price
MAP Growth K-2 (incl. English & Spanish)	\$11.50	770	\$8,855.00
MAP Growth Math, Reading, & Language (incl. English & Spanish)	\$11.50	2,894	\$33,281.00

Quote Subtotal \$42,136.00
Estimated Tax \$0.00
Grand Total \$42,136.00

General Fund Monies

Spanish language assessments for MAP Growth and MAP Reading Fluency are anticipated to be available no later than August 1, 2019.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here:
<https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____

Printed Name: **Alena Zachery-Ross** _____

Superintendent

Date: _____

Title: _____

Enclosure #4
APPROVAL OF OVERNIGHT FIELD TRIP, YCHS Marching Band
Meeting of 7/15/2019
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: Ypsilanti Community High School (YCHS) Band Camp

Trip Requested By: Scott Hawkins, Band Director | YCHS

Class: YCHS Marching Band

Destination: Somerset Beach Camp; Somerset, Michigan

Trip Dates: August 5 - 10, 2019

See attached Field Trip Request Form for additional details.

Proposed Motion

" move that the Board of Education approve the overnight field trip of the Ypsilanti Community High School marching band to attend band camp in Somerset, Michigan from August 5 - 10, 2019."

Budget Impact: ☐ None ☒ As follows:

Ypsilanti Community Band Association

Attachments:

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

RECEIVED

JUL - 2 2019

YCS Superintendent Office



Ypsilanti Community Schools
Field Trip Request Form

2340 F1

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

Name: Scott Hawkins

School/Class: HS Marching Band

Request Date: 6/10/2019

Trip Date: 8/5/19-8/10/19

Number of Students: ~30

Trip Destination: Somerset Beach Camp

Purpose of trip: Band Camp

Details about cost: Approximately \$300 per student

Account or funding source for trip: Outside organization (Ypsilanti Community Band Association)

Will subs be needed? N/A Account for subs: N/A

How this trip fits with the curriculum: Marching Band helps develop Musical, Physical, and emotional skills.

Number of Staff/Chaperones:

<u>Chaperone Name</u> (If Available)	<u>Relationship to Students</u>	<u>Phone Number</u>
• Scott Hawkins		
• David Leonard (Instructor)		
• John Roberts (Instructor)		
• Kau Boayue (Instructor)		
• Nia Simpson (Instructor)		

Specific learning objectives to be accomplished:

- Music
- Marching
- Performance Skills

Student outcomes and learning as a result of taking this trip:

- Students will learn the entire 2019 season show as well as music for the stands.

Course/Class curriculum, big ideas, or essential questions enforced:

- Musicianship
- Responsibility
- Leadership Skills

Pre-Trip lessons/activities:

- Rehearsals for 4th of July and Memorial Day

Follow-Up lessons/activities to reinforce/extend learning:

- The 2019 Football season and extra practices

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: ☒ via 7.2.19 email Not Approved: ☐ Principal: C. Gildersleeve Date: 7.2.19
Trip Approved: ☒ Not Approved: ☐ Superintendent: [Signature] Date: 7.2.19

Enclosure #5
ACCEPTANCE OF DONATION
YCS Art / Washington, D.C. 2020 Trip
Donation from: Willa's Fundraiser
Meeting of 7/15/2019
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

Kathy Fisk, YIES teacher, has notified us of this donation. The Art Washington, D.C. 2020 Trip has received a total cash donation amount of \$1,924. This donation is on behalf of "Willa's Fundraiser", with the monies being submitted by ***Kristen Cuhran***.

Thank you to "Willa's Fundraiser" for making a difference for YCS students!

Proposed Motion

" move that the Board of Education accept a \$1,924 cash donation from "Willa's fundraiser" on behalf of the YCS Art Washington, D.C. 2020 Trip."

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

Fwd: Willa's fundraiser(s) for DC Art Trip

11:43 AM (1
hour ago)

Kristen J. Cuhran

to Kathy, Lynne, Paula

Hello all,

I think what you needed approval for was the \$1924 check from me. I don't require a thank you letter, the donations were from our online fundraiser, lemonade stand, personal asks, etc.

Enclosure #6
ACCEPTANCE OF DONATION, Art: Washington, D.C. Trip 2020
Ypsilanti Rotary Foundation
Meeting of 7/15/2019
Presented by Taryn Willis
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

The Ypsilanti Rotary Foundation has made a cash donation of \$5,000 to the 2020 Art Department field trip to Washington, D.C. The recommendation is to accept this donation.

Thank you, Ypsilanti Rotary Foundation, for making a difference for our YCS students.

Proposed Motion

" move that the Board of Education accept a \$5,000 cash donation from the Ypsilanti Rotary Foundation for the 2020 Art Department Washington, D.C. trip."

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

7/8/2019

Ypsilanti Community Schools Mail - Re: NRR: Rotary Check image-Needs Board Approval



Paula Gutzman <pgutzman8@ycschools.us>

Re: NRR: Rotary Check image-Needs Board Approval

1 message

Taryn Willis <twillis3@ycschools.us>

Mon, Jul 8, 2019 at 7:33 AM

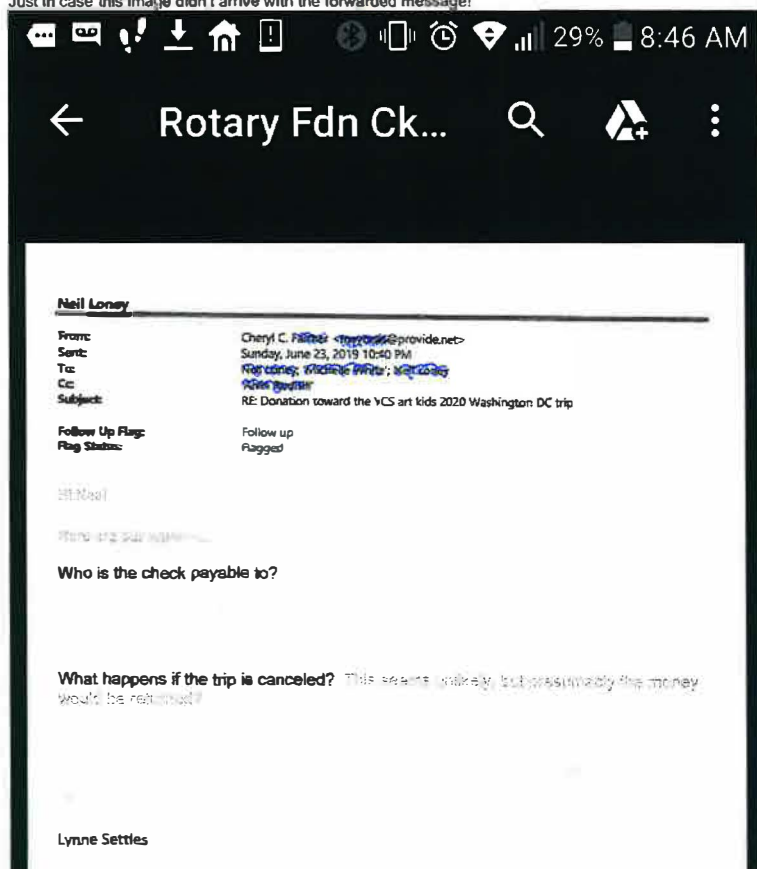
To: Kathy Fisk <KFisk7@ycschools.us>

Cc: Paula Gutzman <PGutzman8@ycschools.us>, bboone5@ycschools.us, kgamer5@ycschools.us

Kathy-

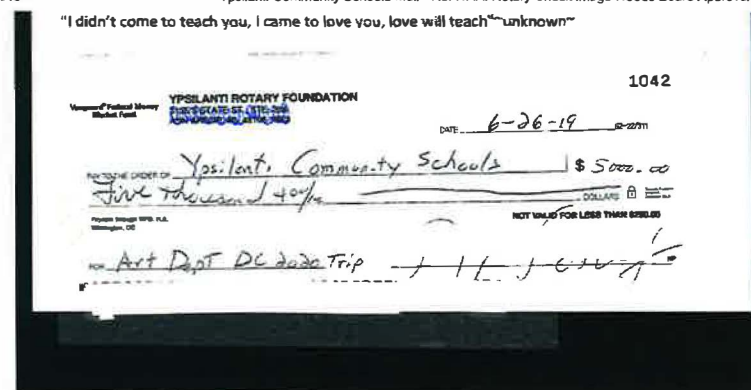
Please send Paula the information as the donation must be approved by the board at the next meeting.

On Sat, Jun 29, 2019 at 8:52 AM Kathy Fisk <KFisk7@ycschools.us> wrote:
 Just in case this image didn't arrive with the forwarded message!


<https://mail.google.com/mail/u/0/?ik=356252cdd5&view=pt&search=all&permthid=thread-f%3A1638489792979958199&siml=msg-f%3A16384897929...> 1/2

7/8/2019

Ypsilanti Community Schools Mail - Re: NRR: Rotary Check image-Needs Board Approval



Taryn M.R. Willis, M.S. Ed
 Marketing and Communications Coordinator
www.ycschools.us

Third Annual Jazz in the Parking Lot**Friday, July 26, 2019****7-9 p.m.****Shadford Field (YCHS Football Stadium Parking Lot)****FEATURING THORNETTA DAVIS,****Detroit's Queen of the Blues!****FREE FAMILY EVENT!**
<https://mail.google.com/mail/u/0/?ik=356252cdd5&view=pt&search=all&permthid=thread-f%3A1638489792979958199&siml=msg-f%3A16384897929...> 2/2

Enclosure #7
APPROVAL OF HEAD START GRANT AWARD, 2019/20
Meeting of 7/15/19
Presented by Priya Nayak
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 attached 2019/20 Head Start grant award includes a detailed budget and a program description. The award amount is \$1,854,244 which includes COLA. This grant award has been approved by the YCS Policy Committee.

The grant is for Head Start services to minimum of 245 children and families enrolled in the YCS Head Start program. This grant funds programming at three YCS buildings: Beatty ELC, Ford ELC and Perry ELC. Funds pay for teachers, supplies, teacher training, contracts and other basic needs of an educational program.

According to the requirement of our Head Start contract, the District is committed to funding transportation services, maintenance, and, substitute costs to support the Head Start programs at all three buildings.

Proposed Motion

" move that the Board of Education approve the Head Start grant award for the period of July 1, 2019 – June 30, 2020, with a base grant amount of \$1,854,244.

Budget Impact: ☐ None ☒ As follows:
Grant Funds

Attachments:

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



Delegate/Partner Contract For The Provision of Head Start Services

I. AGREEMENTS

This agreement is entered into as of the 1st day of July 2019 by and Washtenaw County Intermediate School District with offices located at 1819 South Wagner Road, Ann Arbor, Michigan 48106, (hereinafter referred to as the WISD) and **Ypsilanti Community Schools located at 1885 Packard Rd, Ypsilanti, Michigan 48187** (hereinafter referred to as the "delegate") with regard to the following facts: 9

WHEREAS,

The WISD has been awarded a grant under the "Head Start, Economic Opportunity and Community Partnership Act of 1974" from the Department of Health and Human Services/Administration for Children and Families, Executive Office of the President of the United States (hereinafter referred to as the HHS/ACF). Said grant is designated as Head Start Grant Number 05CH8329, has the Catalog of Federal Domestic Assistance (CFDA) Number of 93.600, and becomes effective on July 1, 2019 and ends on June 30, 2020, and

WHEREAS,

This grant was awarded to support the operation of Head Start programs and services within Washtenaw county, and

WHEREAS,

The WISD has determined that these programs and services are best delivered via "delegate" with Local Educational Agencies (LEA's) which focuses expertise and resources within existing educational entities and which is capable of providing an integrated, family-centered approach to Head Start activities, and

WHEREAS,

The Delegate District desires to participate in the delivery of these Head Start programs and services to eligible children and their families residing within the service area,

THEREFORE,

The WISD and the Delegate District do mutually agree as follows:

General Agreement

The Delegate District shall, in a satisfactory manner (as determined by the WISD), and in accordance with all applicable laws, rules, policies and procedures, perform the following functions:

1. Operate those Head Start program components and services specified within this agreement.
2. Ensure that all program and service delivery operations meet all HHS/ACF, WISD, and other pertinent regulations, governance, and management responsibilities, performance standards, directives, and requirements.
3. Maintain such records and accounts as are deemed necessary by the WISD and/or the HHS/ACF, including the following regulations: 45 CFR Part 92, other DHHS regulations codified in Title 45 of the Code of Federal Regulations, Section 508 of Public Law 103-333, and Public Law 103-227 Part C.

4. Employ and/or contract for the services of qualified staff necessary to the operation of those Head Start programs and services specified below.
5. Provide suitable and WISD approved classroom, office, and activity space for the conduct of those programs and services.
6. Operate according to a **detailed pre-approved** budget that includes a **detail of non-federal, in-kind match** and submit requests for payment using the format(s) and schedules provided by the WISD.
7. Agree that the total compensation and reimbursement to be paid hereunder will not exceed the amount of \$1,854,244.00 for all services rendered which includes a 1.77% COLA. Supplemental funds such as COLA or One Time Funds may increase the above amount.
8. Agree that the Delegate District's non-federal share, cash or in-kind contribution, shall be at least **\$0** for the period of the Agreement.
9. Agree that the development and administration costs shall be approximately **15%** or less of the Delegate's total grant and non-federal share expenditures.
10. Agree that any subsequent applications and/or budget requests shall be presented first for input, necessary modification, and approval to WISD Head Start Policy Council and the WISD Board of Education before such requests may be submitted to HHS/ACF.
11. Agree that projected unspent grant funds shall be presented to the WISD no later than April 1, 2020.
12. Assist the WISD in meeting all goals and objectives of the grant and in complying with all of the conditions governing grants provided under the Head Start Act.

II. TERMS AND CONDITIONS

This Agreement is subject to all the conditions and terms expressed below. Waiver of any of these may only be granted upon the written approval of an authorized representative of the Department of Health and Human Services/Administration for Children and Families and with the consent and knowledge of the WISD. Such waiver(s) shall be made a part of this Agreement.

A. Suspension/Termination of Agreement by the WISD:

If the grant from HHS/ACF under which this Agreement is funded is terminated or suspended by the HHS/ACF, or it has been determined that the Delegate District has not met the conditions of this agreement, the WISD shall have the right to suspend or terminate this Agreement by providing **60** day(s) advance written notice to the Delegate District and specifying the effective date thereof.

B. Suspension/Termination of Agreement by the Delegate District:

If the Delegate District is unable or unwilling to satisfactorily comply with existing or additional conditions and terms as may be lawfully applied by the HHS/ACF to the WISD, the Delegate District may suspend or terminate the Agreement by providing **60** day(s) advance written notice to the WISD and specifying the effective date thereof.

C. Reclamation of Property:

In the event of termination by either party, all property, equipment, finished and unfinished documents, data, studies, and reports purchased or prepared by the Delegate District under this or previous Head Start Agreement(s) shall, at the option of the WISD and in accordance with all applicable Federal and State regulations, become the property of the WISD. The Delegate District shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the Delegate District shall not be relieved of its responsibility and liability to the WISD for any damages sustained by the WISD by virtue of a breach of the Agreement by the Delegate District.

D. Changes to the Agreement:

The WISD reserves the right to request changes in the scope of services to be provided by the Delegate District under this Agreement. Such changes may be attributable to requirements of the HHS/ACF or requested by the WISD for the good of the program. In

the event of such a change, it will be discussed with the Delegate District to achieve mutual understanding and agreement, before being incorporated as an amendment to this Agreement. In cases of a funding decrease imposed by the HHS/ACF, the WISD reserves the right to unilaterally adjust the maximum amount of annual reimbursement accordingly.

E. Reports, Records, and Inspections:

The Delegate District shall submit financial, program, progress, evaluation, and other reports as required by the WISD and shall maintain such property, personnel, financial, and other records and accounts as are deemed necessary. The Delegate District shall permit on-site inspections by the WISD or HHS representatives and shall effectively require employees and Board members to furnish such information as, in the judgment of the WISD OR HHS/ACF representatives, may be relevant to a question of compliance with the Agreement and/or any directives applicable to Head Start or to the effectiveness, legality, and achievements of the program. All of these records will be made available for audit or inspection purposes to the Controller General of the United States, and will be retained for three (3) years after the audit of this Head Start grant year, unless written permission to destroy them is received from both the WISD and HHS/ACF, with the following qualifications:

1. Records shall be retained beyond the three (3) year period, if audit findings have not yet been resolved.
2. Records for non-expendable property and equipment (see 45 CFR Part 92.31 and 92.32) which was acquired with Federal funds shall be retained for three (3) years after its final disposition.
3. When WISD records are transferred to or maintained by HHS/ACF, the three (3) years retention requirement is not applicable to the Delegate District.

F. Agreement Related Income:

The Delegate District shall be accountable to the WISD for any income generated by activities performed under this Agreement.

1. All income other than interest earned (see below) during the period of the Agreement shall be retained by the Delegate District and, in accordance with 45 CFR Part 92.25 and the terms of this Agreement, may be added to funds committed to the program by the WISD and the Delegate District and be used to enhance eligible program objectives.
2. The Delegate District is required to maintain complete and accurate records of the receipt and disposition of such income in the same manner as is required for the funds provided under this Agreement.
3. Interest earned on funds provided or earned under this Agreement shall be separately accounted and held by the Delegate District for proper redistribution by the WISD.

G. Mileage Expenses:

The Delegate District shall not charge more for travel mileage reimbursement than the currently established maximum allowed by the Federal government and shall not reimburse employees for travel from home to the primary work site and return.

H. Disallowed Expenses:

The Delegate District may not expend funds provided under this Agreement for:

1. Goods or services other than those necessitated by the provision of those programs and services stipulated under this Agreement.
2. The cost of meals for employees or officials of the Delegate District, except during authorized travel status or when the employee is participating in an allowable program activity for which use of grant funds has been authorized to provide food to program participants and to staff required to work with those participants.
3. The purchase of real property.
4. The purchase of personal property.

5. Cost incurred before or after the effective date of the contract.
- I. Disposal of Property:
Any property valued over \$5,000, acquired by the Delegate District, may not be disposed of without the expressed written approval of the WISD and then only in accordance with the requirements of 45 CFR Part 92.
- J. Publication(s) and Publicity:
The Delegate District shall ensure that the stationery, pamphlets, brochures, public reports, or other materials prepared by and/or distributed by the Delegate District related to the Head Start program include the official Head Start logo.
- K. Copyrights:
In the event activities conducted under this Agreement result in a publication eligible for copyright by the author(s), the HHS/ACF reserves the right to a royalty fee, non-exclusive and irrevocable license to reproduce, publish, or otherwise use or authorize to use all such copyrighted material.
- L. Labor Standards:
All laborers, tradesmen, etc. employed by delegates or partners engaged in construction, alteration, or repair of structures which are federally assisted under this Agreement shall receive wages not less than those prevailing for similar work in this locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276 a-5) as amended.
- M. Patents:
In the event activities conducted under this Agreement result in a discovery or invention with a potential for patent, it must be reported to the WISD for transmittal to the HHS in accordance with 45 CFR, Subtitle A, Parts 6 and 8.
- N. Prohibitions Against Discrimination:
The Delegate District shall ensure that no person shall be excluded from participation in, denied the proceeds of, or be subject to discrimination in any form as a result of the performance of this Agreement.
The Delegate District shall further ensure that no applicant, candidate, employee, or volunteer will be subject to discrimination in any form and that affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, age, gender, or disability.
The Delegate District shall comply with all regulations pursuant to the Civil Rights Act of 1964, and with the affirmative action requirements found in the HHS/ACF Standard Terms and Conditions, Number 9, page 2. It shall also comply with all applicable statutes and Executive Orders relating to equal opportunity employment.
This Agreement shall be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions.
- O. Covenant Against Contingent Fee:
The Delegate District shall warrant that no entity has been employed or retained to solicit or secure this Agreement under any conditions for a commission, brokerage, percentage, or contingent fee. Violation of this promise shall give the WISD full rights of recovery of such a fee or such other remedies as may be legally available.
- P. Prohibition Against Religious Activity:
There shall be no religious worship, instruction, or proselytizing as part of or in conjunction with the performance of this Agreement.
- Q. Local and State Laws:
The Delegate District shall comply at all times with all applicable laws, rules, ordinances, and codes of State and local governments.
- R. Volunteer Conditions:

Hours contributed by volunteers to the Head Start programs may be valued by the Delegate District for purposes of non-federal, in-kind match. Such valuation shall be at the rate of similar work currently performed in the same or similar labor market.

III. PROGRAM AND SERVICES

The WISD and the Delegate District agree that the following functions, responsibilities, and conditions shall be assumed by the Delegate District in the provision of Head Start programs and services during the period of this Agreement.

A. Service Area Boundaries:

The Delegate District shall provide high-quality child development services and programs for WISD Head Start to those participants and families residing within Washtenaw County and WISD service area where formal agreements have been approved.

B. Participants:

Children eligible to participate shall be at least 3 years old by September 1, 2019 (for the 2019-2020 school year) and shall meet all other criteria established by the HHS/ACF.

C. Recruitment:

Recruitment shall be a joint effort between the Delegate District and the WISD. It shall be comprehensive and multi-faceted; shall become a part of community education and other early childhood recruitment efforts; shall be conducted on a year-around basis; and shall be linked to state funded programs, other community agencies, organizations, faith-based entities, and parent groups. Recruitment plans are to be submitted to the WISD by March 1, 2020 and updated monthly in ChildPlus.

D. Facilities:

The Delegate District shall assume responsibility for procuring, equipping, maintaining, and operating suitable classroom and other facilities required for the conduct of the Head Start programs and services. All facilities shall remain in compliance at all times with all federal, state, and local laws, rules, ordinances, and codes applicable to the provision of Head Start and early childhood educational programs. The Delegate District shall ensure that such facilities are located within the school.

E. Transportation:

Federal Regulations (45 CFR Part 1310.23 (a) & (b)) require that each grantee make reasonable efforts to coordinate transportation resources with other human service agencies in order to control costs and knowledgeably compare the costs of providing transportation directly versus contracting for the service. The transportation system shall meet all HHS/ACF, federal, and state requirements for Head Start transportation systems.

Transportation service shall be provided to children according to procedures approved by Policy Council and WISD Board of Education.

F. Personnel:

The delegate represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement.

All of the services required here in-under shall be performed by the delegate or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in the DELEGATE district's key personnel, as listed below, must be made known to the Preschool Supervisor and written approval must be granted by the Preschool Supervisor before said change or substitution can become effective. The DELEGATE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

These staffing positions must include, at least, the following or should represent some combination of the following into single positions which perform comparable functions:

1. Classroom Teacher(s)
2. Classroom Associate Teacher(s)
3. Center Director(s)

4. Family Advocate(s)/Specialist(s) (1 for every 50 children)
(See Appendix B for required qualifications for these positions.)

G. Volunteers:

Volunteers may be used within the operations of the Head Start programs and are defined as individuals who provide services to Head Start at the request of the DELEGATE District, but who receive no wage or tangible benefit for doing so. All state licensing requirements concerning background checks for volunteers shall be met.

H. Specialized Program Requirements:

The DELEGATE District shall ensure that each of the following specialized program components and requirements are provided either directly or in conjunction with the WISD in accordance with the structure and guidelines promulgated in the original grant request documents and in accordance with all applicable federal, state, and local laws, rules, ordinances, and codes:

1. Health Services shall be available to each child and shall minimally include a complete and comprehensive health screening examination, dental screening, speech, hearing, vision, social-emotional, and developmental screening, required immunizations, required prophylaxis, and follow-up services for children requiring medical or dental treatment.
 - Parents shall be involved in a comprehensive "family wellness" endeavor, which may include instruction and training in such things as car seat installation and bicycle safety and helmet use.
 - The DELEGATE District shall work closely with the WISD and partner community agencies and organizations for the provision of suitable and required health services.
 - Dental screenings shall be delivered within ninety (90) calendar days of intake. Physical (30) days of entry to the program, hearing, vision, speech, social-emotional and developmental screenings shall be delivered within forty-five (45) calendar days of entry into the program.
2. Nutrition Services shall also be comprehensive in nature and shall ensure that each child served receives from 1/3 to 2/3 of daily nutritional requirements. This shall be provided via a menu monitored by a Registered Dietician obtained by the DELEGATE.
 - Meals shall reflect the cultural diversity of the participating population, shall conform to USDA regulations, shall be nutritious and "healthy" (low in fat, sugar, and salt and high in nutrients), and whenever possible shall involve the participation of parents and other volunteers. Meal substitutions shall be documented prior to point of service.
 - Meal times must be family-style, evidenced by children passing meal items to serve themselves, and meal times must stress appropriate socialization skills, manners, and ongoing education related to proper nutrition and healthy lifestyles.
 - Relevant nutrition related assessment data shall be collected (height, weight, hemoglobin, etc.) and used to assist families in improving their approach to ensuring healthy children.
3. Social Services and Mental Health Services shall be provided in the form of a comprehensive, integrated family advocacy system in which the family, education professionals, mental health, public health, social services and other community-based service providers are engaged in a "partnership" approach to problem solving and service provision. This partnership shall ensure that the family unit functions as the center of the decision-making process with regard to the needs of the family and child. The partnership shall be facilitated by the Family Advocate/Specialist.

The goal of social services and mental health services provision is to build familial self-reliance and self-confidence so that families may ultimately manage and coordinate their own community-based service needs.

4. Education Services shall be provided by the DELEGATE District based upon a sound early childhood developmental curriculum which shall enhance and further the growth of Head Start children in the areas of language and literacy, social relations, creative representation, music and movement, initiative, physical activity, health, self-care and life skills, problem solving, and math.
- Creative Curriculum® for Preschool shall be employed.
 - TS Gold online shall be utilized for ongoing child assessments.
(Sufficient evidence will be input into the TS GOLD online system in a timely and efficient manner at preliminary levels, to allow for enough evidence to be able to drive instruction and to be able to finalize levels at the end of each checkpoint period)
 - Classes shall generally meet four days per week, 7 hours per day, and conduct child assessments continuously throughout the school year utilizing the online creative curriculum child assessment for a minimum of one hundred forty-six (146) program days per year. Alternate schedules must be approved by the WISD. DELEGATE Districts **must** submit a calendar for approval with the signed contract.
 - Fridays shall generally be reserved for home visits to participant family residences conducted by classroom staff and the Family Advocate. Required trainings, team planning activities, and record keeping may also be scheduled.
 - Children with disabilities and/or special needs shall be served, whenever possible, with their peers within integrated classrooms. In all cases, children shall receive Head Start programs and services within the least restrictive environment possible. All services, training, and required accommodations shall be described and documented in the Family Service Plan and the child's Individualized Education Plan (IEP). At least ten (10) percent of the children recruited and enrolled in the Head Start PROGRAM operated by the DELEGATE AGENCY shall be disabled. The DELEGATE district shall comply with 45CFR 1308.5, recruitment and enrollment of children with disabilities.
 - A planned and well-prepared educational environment offered in appropriate facilities, with field trips and other activities designed to expose children to a variety of developmental experiences shall be provided.
 - The DELEGATE district shall provide a parent curriculum that aligns to the educational services of the Head Start children as described above
 - Preschool U is the approved parent curriculum and shall be employed.
 - Parent education activities shall focus on child development, parental expectations, and development of self-esteem, child management techniques, and the importance of family literacy practices. Lessons shall be structured around the needs of the family.
 - The DELEGATE District shall create or enhance a "Family Resource Center" available to parents and containing information pertinent to parenting needs and skills.
 - The DELEGATE District shall, at minimum:
 - a. Provide daily lesson plans for classroom operations.
 - b. Ensure that lesson plans address goals and objectives and must include individualization.
 - c. Include health and nutrition topics on how nutrition is imbedded in the curriculum daily.

- d. Conduct at least **two (2)** parent/facilitator conferences per year.
 - e. Conduct at least **two (2)** home visits as required by the Standards. Additional visits for families needing assistance will be required.
 - f. Administer to each child appropriate screening and assessment instruments.
 - g. Monitor children's progress through conduct of child assessments monthly, and report the outcomes a minimum of three times per year using a tool approved by the WISD.
 - h. Continuously work toward the program's approved school readiness goals.
5. Parental Engagement shall be an overriding theme of the services and programs delivered by the DELEGATE District.
- The DELEGATE District shall establish a Parent Committee according to the requirements of the Head Start Performance Standards and shall ensure that its composition and functions are conducive to placing families at the center of the Head Start decision-making process.
 - Parents shall be provided with both informational and educational services as described in item H .4. above.
 - Family Partnership Agreements shall be developed to document the relationships among the child, the parents, the Family Advocate/Specialist, other community service providers, and the classroom staff. These plans shall portray the interaction and collaboration required to adequately serve and support Head Start participants. They shall conform to both HHS/ACF and WISD standards. Family Partnership Agreements must be initiated as early after enrollment as possible.
 - The Family Advocate/Specialist and classroom staff shall conduct an initial home visit near the time of enrollment and additional visits during the year to ensure that the family understands and is a contributing partner in the child's Head Start experience. The Family Advocate/Specialist shall conduct regular follow-up sessions with the family.
 - Parents shall be introduced to and linked with needed human service and support agencies, as required, by the Family Advocate/Specialist.
 - Parents shall be linked with high quality childcare services.
 - Parents shall be afforded every opportunity to participate in the DELEGATE District's adult and community education programs.

I. Staff Training:

The DELEGATE District shall ensure that all staff employed to implement this Agreement meet all certification and training requirements of the HHS/ACF. (Appendix B) The WISD shall assist in the provision of both required and desired training, to be determined as the need arises, and shall make available to the DELEGATE District the following training opportunities:

- Curriculum Development and Child Outcome Assessment
- Head Start specific software systems
- Head Start Program Performance Standards

It shall be the responsibility of the DELEGATE District to avail its staff of these opportunities and to provide any additional training required to ensure the quality of the program and services herein described. Once training has been offered, the DELEGATE District shall be responsible for all content that was covered.

J. Staff to Children Ratio:

The staff to children ratio in classrooms operated by the DELEGATE District under this Agreement shall not be less than two adult staff to the number of children based on the following chart:

Predominant age of children in the class	Funded class size (funded enrollment)
4 and 5 year olds	Program average of 17-20 children enrolled per class in these classes. No more than 20 children enrolled in any class.
4 and 5 year olds in double session classes	Program average of 15-17 children enrolled per class in these classes. No more than 17 children enrolled in any class.
3 year olds	Program average of 15-17 children enrolled per class in these classes. No more than 17 children enrolled in any class.
3 year olds in double session classes	Program average of 13-15 children enrolled per class in these classes. No more than 15 children enrolled in any class.

* More than 15 3yr old children may be enrolled in a classroom with permission from the Head Start regional office.

Volunteers may be counted in this ratio only when this basic requirement has been met, but never left alone with children.

For the 2019-2020 School Year:

- YCS shall operate 3 Head Start (3 year old classrooms) with a maximum of 15 children.
- YCS shall operate all 4 year old classrooms with a maximum of 16 children.

K. Enrollment:

The DELEGATE District shall enroll a minimum of **245**, children and shall consistently adhere to Part 1305 with the enrollment and attendance policies set forth in the Head Start Performance Standards, as well as with the "Enrollment and Selection Process" approved by the DELEGATE Districts Policy Committee.

- The DELEGATE will conform to the guidelines and policies established under the grantee's ERSEA Desk Reference using approved forms and the web-based ChildPlus.net Report 2310 verified and certified by the Family Support Specialist (FSS) or designated person, on a monthly basis.
- The DELEGATE will insure that a minimum of 10% of the Head Start enrollment opportunities are provided to children with a current IEP signed by the LEA and maintained on file at the DELEGATE site.

L. Compliance:

The DELEGATE District shall ensure ongoing compliance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all other applicable legislation regarding accessibility for persons with disabilities. Compliance with all applicable Michigan and federal OSHA standards shall also be the responsibility of the DELEGATE District.

M. Linguistics:

The DELEGATE District shall ensure that staff and/or volunteers working with children who use primarily a language other than English have the ability to effectively communicate with such children.

If a program served a child who speaks a language other than English, a program must use qualified bilingual staff, contractor, or consultant to:

1. Access language skills in English and in the child's home language
2. Conduct screenings and assessments for domains other than language skills in the language that best capture the child's development and skills in the specific domain; and

3. Ensure those conducting the screening the screening or assessment know and understand the child's language and culture and have sufficient skill level in the child's home language to accurately administer the screening or assessment.
- N. Transition to Elementary School:
The Head Start staff shall assist and support parents with transitioning their children to kindergarten by organizing and participating in activities that ease the transition to kindergarten. The DELEGATE District shall provide assessment documentation to the transitioning elementary school only with written consent from the parent.
- O. Financial Statements and Reports:
The WISD shall make payment(s) to the DELEGATE District under this Agreement subject to receipt of HHS funds and according to the following procedure:
1. The DELEGATE District shall establish an accounting system which meets all pertinent HHS/ACF requirements and which has the prior approval of the WISD.
 2. The DELEGATE District shall submit the "Reimbursement Request" form quarterly to WISD Preschool Supervisor. Reimbursement requests received more than ten days past the due date are subject to penalty.
 3. The WISD shall forward appropriate payment to the DELEGATE District for satisfactory performance of the requirements of this Agreement within 30 days from submission of a complete reimbursement request.
 4. The DELEGATE District will provide monthly fiscal reports to the DELEGATE Site Coordinator(s) no later than the fifteenth of each month to be shared at Policy Committee meetings.
- P. Regular Reports:
The DELEGATE District shall submit information required by the WISD and reports based on items listed in Appendix C.
- Q. Indemnity:
The Partner District shall indemnify and save harmless the WISD from any and all liability for loss, damage or injury, or other casualty to persons or property caused or occasioned by or arising from any act, failure to act, occurrence or negligence by or of the DELEGATE District or any of its agents, volunteers, employees, visitors, or licensees occurring under this Agreement and with reference to the provision of Head Start programs and services to area children and their families. If any action or proceeding shall be brought against the WISD by reason of any such claim, the insuring party shall notify the WISD and shall resist and defend such action or proceeding as recommended by legal counsel.
- R. Legal Fees Related to Disallowed Costs:
The DELEGATE District shall bear the full cost of any legal or related fees necessary to pursue the allowance of DELEGATE District Head Start expenditures disallowed by the federal government.
- S. Insurance Requirements:
The DELEGATE District will maintain as its own expense during the term of this contract the following insurance:
1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for each employee.
 2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. WISD shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
 3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance

with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insured and policy forms may be subject to the approval of WISD, if requested by WISD. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to WISD. DELEGATE Districts shall be responsible to WISD or insurance companies insuring WISD for all costs resulting from both financially unsound insurance companies selected by the DELEGATE District and their inadequate insurance coverage. DELEGATE District shall furnish the WISD with satisfactory certificates of insurance or a certified copy of the policy, if requested by WISD.

No payments will be made to the DELEGATE until current certificates of insurance have been received and approved by WISD. If the insurance as evidenced by the certificates furnished by the DELEGATE expires or is canceled during the term of the contract, services and related payments will be suspended. DELEGATE District shall furnish WISD with certification of insurance evidencing such coverage and endorsements at least (10) ten working days prior to commencement of services under this contract. Certificates shall be addressed to Washtenaw Intermediate School District c/o: Early Childhood Programs Department. P.O. Box 1406, Ann Arbor, MI 48106, and shall provide written notice to the Certificate holder of cancellation of coverage.

IV. WISD RESPONSIBILITIES

The WISD, as the grantee and recipient of the Head Start grant funds, shall assume the following responsibilities in regard to the execution of this Agreement:

A. Training:

The WISD shall provide comprehensive training to the DELEGATE District staff and committee memberships in, at least, the following topical areas:

1. Grant application software
2. Early childhood curricula
3. Policy Council roles and responsibilities
4. Child assessment

The WISD shall also make its existing Professional Development series available to the DELEGATE District.

B. Recruitment:

The WISD shall assist the DELEGATE District in the development of recruitment tools, strategies, and technologies designed to inform the community about the Head Start programs and services available and how to access them.

C. Documents Formats:

The WISD shall provide the DELEGATE District with approved formats for essential reporting requirements.

D. Quality Improvement and Monitoring:

The WISD shall monitor DELEGATE District program performance via a number of means. See Internal Monitoring policy.

E. DELEGATE Monitoring

See Internal Monitoring Policy.

F. Community Partnerships:

The WISD shall ensure that appropriate and productive partnerships are established with a wide range of community agencies to provide the various support services required by the DELEGATE District's Head Start program operations.

G. Meeting Schedules:

The WISD shall coordinate and schedule area-wide Head Start meetings and workshops, including but not necessarily limited to:

1. Head Start Management meetings
2. Governance meetings

3. Policy Council meetings
4. DELEGATE District staff training sessions
5. Business Officials meetings
6. Health Service Advisory Committee Meetings

H. Technical Assistance:

The WISD shall make available to the DELEGATE District any of its varied resources which are pertinent to the operations of the Head Start programs and services described in this Agreement. These may include professional consultants in the areas of special education, early childhood education, computer technology, business and finance, health education, nutrition, behavioral management, assessment, arts, language arts, educational technology, communications, community relations, compliance, and management. Once WISD has provided the training, the delegate shall be responsible for all topics covered. This shall hold true regardless is the delegate chooses not to attend.

I. Problem Resolution:

The WISD shall, upon request, assist the DELEGATE District in the resolution of problems or issues which arise as a result of the operation of programs and services delivered under this Agreement. Dispute resolution shall be conducted in accordance with 45 CFR Part 1304.50(h) (See Appendix A).

J. Payment for Approved Services:

The WISD shall make payments to the DELEGATE District for services satisfactorily delivered under this Agreement in accordance with Section III, O (1-3) above.

Duplicate counterparts of this Agreement have been executed the day and year written above.

Alena Zachery-Ross
Ypsilanti Community Schools Superintendent

Date

Dr. Scott Menzel
WISD Superintendent

Date

Alan Oman
WISD Executive Director of Early Childhood Programs

Date

Ginelle Skinner
Assistant Director of Early Childhood Programs

Date

Ypsilanti Director of Business Services

Date

APPENDIX A

PUBLIC COMPLAINTS AND GRIEVANCES

Any request, suggestion, complaint, or grievance filed by a member or members of the general public which does not relate directly to the Head Start Program shall be forwarded to the Superintendent for consideration.

Wherever possible, the Superintendent shall attempt to acknowledge and resolve any issue via informal discussion(s) with the involved party(ies). S/he shall have extensive discretionary authority to include District staff or members of the Board in such discussions to maximize the potential for resolution.

In cases where resolution can be achieved through such informal discussion, the Superintendent shall inform the Board of the resolution and its terms, if appropriate.

In cases in which resolution cannot be reached via informal discussion, the Superintendent shall consolidate all information pertinent to the situation and shall render a proposal for resolution or a decision based upon relevant facts. This proposal/decision shall be conveyed to the involved party(ies) in a timely fashion.

If the Superintendent's proposal for resolution or decision is not acceptable to the involved party(ies) or if the matter is one beyond the Superintendent's authority, the issue(s) may be brought before the Board.

The Superintendent may make such a request for matters beyond his/her authority or the involved party(ies) may submit a written request for a hearing before the Board, when resolution has not been achieved as outlined above.

The Board shall schedule a hearing within a reasonable period of time following receipt of a request after reviewing all material related to the matter. When the Board has reached a decision, the involved party(ies) shall be advised of that decision in writing within ten (10) business days.

For requests, suggestions, complaints or grievances filed specifically in regard to the Head Start Program, the following resolution procedure shall be implemented.

- A. If the matter pertains to a DELEGATE district, the Program Director for Head Start shall refer the issue to that Partner district for resolution.
- B. If resolution cannot be achieved, the matter shall be considered by the WISD via an informal discussion among the involved party(ies), the Superintendent, the Head Start Policy Council Chairperson, and/or the Program Director for Head Start.
- C. In cases where informal discussion is unsuccessful, the Superintendent in consultation with the Head Start Policy Council Chairperson shall develop a proposal for resolution and convey such to the involved party(ies) in a timely fashion.
- D. If the proposed resolution is not accepted, a hearing may be requested by the party(ies) before a panel comprised of the WISD Board of Education representative(s) to the Head Start Policy Council and a member of the Policy Council. The hearing shall be scheduled within a reasonable period of time, as above. The complaint must be issued in writing by the complainee.
- E. When the hearing committee has reached a decision, it shall be conveyed to the involved party(ies) within ten (10) business days.

Issues related to State and federal laws, such as teacher tenure issues or compliance with Section 504 or the ADA, for example, shall be resolved using procedures prescribed in other administrative guidelines.

APPENDIX B

Position Requirements and Job Descriptions

Early Childhood Classroom Teacher

All Teachers must possess a Bachelor Degree or higher in Early Childhood Education or related field (with a minimum of 16 credits in ECE), approved by the WISD Executive Director of Early Childhood Programs. Excellent communication skills are expected as communication with team members, parents, and the community is essential to the Head Start philosophy. The Facilitator must also demonstrate supervisory skills. Individuals in this position are also expected to be an ongoing “learner” as new approaches and best practices in early childhood education will be expected as the program grows.

The Early Childhood Classroom Teacher is responsible for instruction in the Head Start classroom. He/she must be able to design and promote the social, physical, and intellectual growth of primary school children. This includes development and implementation of individual and group activities to stimulate growth in language, social, and motor skills. The Teacher will also select appropriate resources suitable for verbal or visual instruction of students with a wide range of mental, physical, and emotional maturity. The Teacher must enjoy working with a team to ensure delivery of instruction and to establish an appropriate climate and environment for learning.

Early Childhood Classroom Associate Teacher

Early Childhood Associates must possess at a minimum an Associate Degree or current CDA, and experience with Head Start or other early childhood education programs. The Associate must be able to read, comprehend and carry out written instructions, and be able to use mathematics to solve problems. The Associate must enjoy working in teams and have the ability to develop effective working relationships with students, staff, and parents.

The Early Childhood Classroom Associate takes direction from and assists the Early Childhood Classroom Facilitator in general daily classroom activities including small group instruction, tutoring, set up of the classroom for activities, preparation of displays, and material preparation. The Associate also helps in maintaining classroom discipline, answering questions, and participating on home visits and parent-teacher conferences.

Family Advocate/Support Specialist/Caseworker

The Family Advocate must possess at a minimum a Bachelor Degree in Early Childhood Development, Social Work or related field, and experience working with families and young children. Access to reliable transportation is essential. The Family Advocate must have excellent communication skills and an ability to solve problems and deal with a variety of issues and situations simultaneously. The Family Advocate must have the ability to establish and maintain relationships and trust with a wide variety of professionals and family members.

Family services staff qualification requirements. A program must ensure staff who work directly with families on the family partnership process hired after November 7, 2016, have within eighteen months of hire, at a minimum, a credential or certification in social work, human services, family services, counseling or a related field.

Family Advocates will assist the DELEGATE District that has responsibility for the adherence to the Performance Standards governing the Parent/Family Service plan including:

- Recruitment
- Enrollment

- Maintaining full enrollment
- Follow up on absences, daily
- Record keeping and reporting
- Case Coordination
- Resource Development
- Regular follow up on Family Partnership Goals
- Family and Community Partnerships (PFCE)

The Family Advocate/Specialist is an essential part of the Head Start classroom team! Working closely with the Early Childhood Classroom Teacher and Early Childhood Classroom Associate, the Family Advocate will be responsible for working with the family to ensure that health, mental health, and other supports to the family are available. The Family Advocate will establish trust with the family and model parent support of their child to promote educational growth and well being. Home visits are an integral part of the Family Advocate's job to assist the entire team in assessing a family's needs, identifying agency, school and other resources to meet those needs, and ensure that needs are met. The Family Advocate works with the Head Start classroom team to plan and coordinate the work of the Facilitator, Associate, parents, and volunteers in the classroom and on field trips.

Required for all positions prior to offering employment:

1. Physical.
2. TB Test.
3. Morpho Trust Clearance including:
 - Central Registry Clearance
 - Fingerprinting and Criminal History Check (ICHAT)
 - Sex offender registry check
4. Policy Council or Committee Approval.
5. Reference Verification
6. CPR and First-aid (one permanent staff per classroom must be certified by first day of services with children)

The DELEGATE will ensure that there is a Head Start staff member and Policy Committee member at all interviews conducted for personnel being hired to function within the Head Start funded program as well as for staff and child selection criteria.

APPENDIX C
MONTHLY REPORT CHECKLIST

DELEGATE/Site: _____ Month/Year
of: _____

In accordance with Part 1304.51(h)(1) of the Head Start Performance Standards, the following reports are due at the WISD Head Start Office by the 5th of each month, following the month being reported. To assist you in submitting a complete package of reports, use this checklist as you gather materials, checking each item as you include it in the packet, putting the forms in the order listed.

- ☐ Quarterly Reimbursement Sheet (July-September due October 15) (October-December due January 15) (January-March due April 15) (April-June due July 15)
- ☐ Directors Monthly Report- to be completed in Child Plus no later than the 5th of each month
- ☐ Health & Safety Checklist- prior to the first day with students
- ☐ Community Assessment (Due February 15)
- ☐ Quality Improvement Documentation
- ☐ Audit report (Due 180 days after the end of the DELEGATE fiscal year)
- ☐ Inventory of all equipment (Due May 15, 2020)
- ☐ Budget and Narrative to be submitted into GABI February 15, 2020 (attach copy)
- ☐ Any changes in program (including names of new staff with credentials)
- ☐ Any changes in Parent Representatives to Policy Council
- ☐ DELEGATE Recruitment Plan and Efforts (uploaded in ChildPlus: Monthly)
- ☐ Policy Committee Minutes including year to date budget report (uploaded in ChildPlus: Monthly)
- ☐ Other (please specify): _____

Signature of Site Director/Designee

Date Submitted

Signature of WISD Preschool Supervisor

Date Received

APPENDIX E

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCES

SF 424B ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.*
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.*
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.*
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.*
- 5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).*
- 6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.*
- 7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.*

Appendix E (continued)

8. *Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.*

9. *Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.*

10. *Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.*

11. *Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)*

12. *Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.*

13. *Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).*

14. *Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.*

15. *Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.*

16. *Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in the construction or rehabilitation of residence structures.*

17. *Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.*

18. *Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.*

Appendix E (continued)

DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The grantee certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*
- b) Establishing a drug-free awareness program to inform employees about:*
 - (1) The dangers of drug abuse in the workplace;*
 - (2) The grantee's policy of maintaining a drug-free workplace;*
 - (3) Any available drug counseling, rehabilitation, employee assistance programs; and*

Appendix E (continued)

- (4) *The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*
- c) *Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);*
- d) *Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:*
 - (1) *Abide by the terms of the statement; and*
 - (2) *Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;*
- e) *Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;*
- f) *Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:*
 - (1) *Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
 - (2) *Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.*
- g) *Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).*

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare or medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.

Appendix E (continued)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;*
- (b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;*
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and*
- (d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.*

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.*

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Appendix E (continued)

**CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Title

Applicant Organization

APPENDIX F

Reimbursement Request

Quarter Billed: _____ Program: _____ Total Funded Enrollment: _____

	Approved Budget		Requested this Quarter		Remaining Balance	
	Administrative	Program	Administrative	Program	Administrative	Program
Federal Funds						
Personnel						
Fringe Benefits						
Supplies						
Contractual						
Local Travel						
Rent & Field Trip						
Admission Fees						
Total Amounts						
In-kind Costs						
Personnel						
Rent						
Local Travel						
Supplies						
Transportation						
Contract Services						
Other Costs						
Total Amounts						

INFORMATION:

1. Report Head Start expenditures on this form. Monies expended from local or other federal sources should be excluded.
2. Report only actual expenditures. Do not use estimates.
3. Report all expenditures on this report at the end of each period on a year-to-date basis.
4. At a minimum, this report is to be completed at the end of each calendar year quarter.
5. Attach records of line item expenditures with the quarterly report.
6. Attach Grant Funded Personnel Report.
7. Reports are to be received by the WISD within 15 days of the end of each quarter.

8. Send reports to Erika Huizenga, Preschool Supervisor, Washtenaw Intermediate School District, 1819 S. Wagner Road, Ann Arbor, MI 48106
9. Questions concerning Head Start expenditures should be directed to Erika Huizenga ehuizenga@washtenawisd.org

CERTIFICATION:

I certify that this report was prepared by, or in cooperation with the business office. I further certify that the Agency records provide proper accountability for reported revenues and expenditures.

Does the district have any control deficiencies, significant deficiencies, or material weaknesses from the most recent district audit that have not been properly corrected?

SUPERINTENDENT OR AUTHORIZED SIGNATURE: _____

CONTACT PERSON: _____ TELEPHONE: _____ DATE: _____

WISD APPROVAL

ERIKA HUIZENGA

ALAN OMAN

Enclosure #8
APPROVAL OF ELA LITERACY/CURRICULUM CONTRACT, HMH
Into Reading Into Lit Comprehensive 6 Yr K-12
Meeting of 7/15/2019
Presented by Dr. Carlos Lopez
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 attached proposal from Houghton Mifflin Harcourt (HMH) is submitted for Board review and approval. The 2019/20, 2020/21, and 2021/22 HMH English Language Arts (ELA) Literacy/Curriculum Contract includes a detailed budget of the ELA Literacy Curriculum and supplemental program for our K-12 students. The proposed three years purchase equates to three equal payments of \$165,095.59 for the next three years, totaling \$495,286.77.

Proposed Motion

" move that the Board of Education approve the Houghton Mifflin Harcourt purchase of 'Into Reading Into Lit Comprehensive 6-Yr K-12' with a 6-year subscription for the total amount of \$495,286.77, which will be deferred in payments as follows:

\$165,095.59: Due no later than July 31, 2019
\$165,095.59: Due no later than July 31, 2020
\$165,095.59: Due no later than July 31, 2021."

Budget Impact: ☐ None ☒ As follows:

2019/20 Title I Funds: \$158,154
2019/20 General Fund: \$6,941.59

Attachments:

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



7/9/2019

Alena Ross
Ypsilanti Cmty School District
1885 Packard Rd
Ypsilanti, MI 48197

Dear Alena Ross:

On behalf of Houghton Mifflin Harcourt (HMH), I am pleased to confirm approval of deferred payments to Ypsilanti Cmty School District for the following products:

- Into Reading Into Lit Comprehensive 6 Yr K-12

\$165,095.59 to be paid no later than July 31st, 2019
\$165,095.59 to be paid no later than July 31st, 2020
\$165,095.59 to be paid no later than July 31st, 2021

The pricing and extended payment terms outlined in this letter are based on receiving payment in the form of a check, ACH or Wire transfer.

Include a copy of this letter with your purchase order. No returns, substitutions, or cancellations are allowed. All purchase orders related to this offer must be submitted at the same time. **Purchase orders must be submitted for the entire amount of the purchase.** If you are unable to issue a purchase order for the full order amount, a purchase agreement is required. Please contact your Account Executive should you need a purchase agreement. This offer is valid through 7/18/2019.

Should you have any questions regarding this response, please feel free to contact the following HMH professional:

- **Tammy Willey**, Account Executive, at 269.967.4987, or via e-mail at tammy.willey@hnhco.com.

Sincerely,

Bill Benear
Director, Finance and Operations

This message originated from outside your organization

HMH Representatives,

We are in the final hour of making a decision if we will going with HMH. We will only be able to move forward if we can be offered a three year payment plan that reflect the following:

1.) Will HMH honor the following payment option? - The HMH Into Reading Into Lit Comprehensive 6 Year K-12 (6 Year Subscription) Plan – Total Curriculum Program without PD Plan = \$495,286.77

- July 31, 2019 - \$165,095.59
- July 31, 2020 - \$165,095.59
- July 31, 2021 - \$165,095.59

Enclosure #9

APPROVAL OF ELA PURCHASE, *HMH Professional Learning Plan, K-12 ELA*

Meeting of 7/15/2019

Presented by Dr. Carlos Lopez

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 attached proposal from Houghton Mifflin Harcourt (HMH) is submitted for Board review and approval. The professional learning program is for teachers, administrators and instructional coaches.

Proposed Motion

" move that the Board of Education approve the purchase of the Houghton Mifflin Harcourt professional learning plan for its K-12 ELA core curriculum, for a term of July 1, 2019 – June 30, 2020 and an amount not to exceed \$50,376."

Budget Impact: ☐ None ☒ As follows:

Title II A

Attachments:

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

BEST PRACTICE MODEL FOR PROFESSIONAL LEARNING

Houghton Mifflin Harcourt™ (HMH®) is pleased to present our proposed Professional Learning Plan and pricing in the following table to Ypsilanti Community School District for its K-12 ELA core curriculum implementation.

The mission of Houghton Mifflin Harcourt (HMH) is to encourage the intellectual and personal growth of all students. To this end, HMH creates evidence-based print and digital resources and provides professional services for students and educators from Kindergarten through grade 12. These products and services are designed to increase student achievement and readiness for college and career. HMH provides planning, coaching, data analysis, reporting and project management services to assist districts in meeting the goal of increasing student achievement.

With our robust learning tools, HMH supports teachers in gaining practical knowledge for application with rich professional learning. Designed to gain deep understanding of how to implement effectively, these services focus on implementation of these tools in the classroom. Our Professional Learning Consultants help teachers develop instructional expertise by answering questions about their HMH program, modeling effective instruction, leading professional learning sessions centered on evidence of student learning, and helping teachers select and achieve instructional goals.

Why Coaching Matters

Research indicates that the most effective way to impact teacher effectiveness is through professional learning combined with targeted one-on-one support in the classroom. Coaching enables "...teachers to apply their learning more deeply, frequently and consistently than teachers who work alone" (Annenberg Foundation for Education Reform, 2004)



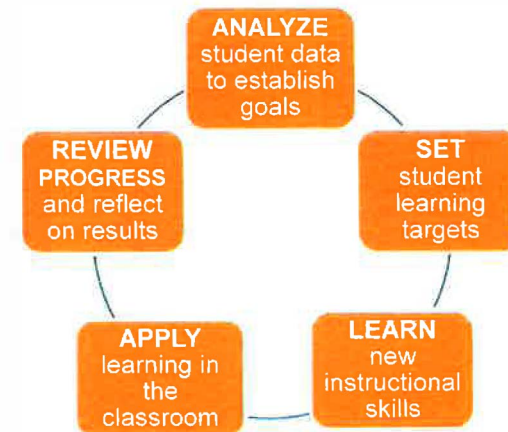
The Coaching Model at HMH

Student data and evidence drives the focus and goals for our instructional and leadership coaching. Our coaching model focuses 80% on student learning and 20% on instructional design. Therefore, student learning changes are the key indicators of success.

Student-centered: By focusing on students first, our coaches can successfully collaborate with teachers to design and support changes in practice that lead to improvement in student outcomes. Teachers are provided practical support for classroom application, including lesson modeling, in order to help all students achieve.

Data-driven: Our coaches monitor progress through an accountability system for both instructional and leadership coaching to track results. Growing accustomed to this ongoing progress monitoring framework enables educators to implement data-driven instruction.

- **Instructional Coaching**
 - ▲ Making intentional decisions about implementing research based instructional practices
- **Lesson modeling**
 - ▲ Planning for next steps with instruction with a focus on helping students meet specified learning targets
 - ▲ Making instructional adjustments as needed
- **Data Coaching**
 - ▲ Analyzing student evidence and data to help set student-centered learning targets
 - ▲ Designing and refining assessments
 - ▲ Planning instruction in response to assessments and data
- **Content Coaching**
 - ▲ Strengthening content knowledge
 - ▲ Developing content skills to support effective instruction
 - ▲ Going beyond program implementation



Ypsilanti Community Schools, MI
HMH Into Reading ©2020 / HMH Into Literature ©2020
Professional Learning Plan / K-12 ELA

Implementation Timeline

In further conversations with your district about plans for professional development over the life of the adoption, we will craft a plan specific to Ypsilanti Community School District that matches your district goals for implementation to ensure you have the supports you need to best support teachers, leaders, and ultimately students. Set forth below is a recommended implementation model with a tentative timeline. Actual implementation plans will be created in collaboration with school and district leaders and will be based upon the needs of individual schools.

INTO READING K-5 ©2020 & INTO LITERATURE ©2020 Professional Learning Year 1 Back-to-School Support *Denotes Complimentary Services		
Implementation Planning Meeting* To support the sustainability of our programs and to ensure optimal implementation of the programs across all schools, HMH will collaborate with District leadership to create an implementation plan. This plan will include scope of work, implementation goals, the on-going monitoring of success towards those goals and implementation models. Other actions may include: <ul style="list-style-type: none"> Identifying implementation support team members Creating a planning checklist for the partnership Creating an assessment and progress monitoring calendar, including Mid and End-of-Year reporting with student achievement, program evaluation, and recommendations. Conducting technology audit and dates for technology meeting and installation. 	HMH & District Leadership*	Ongoing
Train the Trainer Back-to-School Sessions Getting Started Sessions* <ul style="list-style-type: none"> Getting Started with <i>Into Reading K-5*</i> Getting Started with <i>Into Literature 6-12*</i> Backward Design Planning Session <ul style="list-style-type: none"> During this collaborative session, instructional coaches will engage in backward planning a unit of study with guidance from the HMH coach. Instructional Coaches will be introduced to the HMH Coaching Studio and Online Coaching structure and begin establishing goals and areas of focus for supporting classroom teachers with the launch of the <i>Into Reading</i> and <i>Into Literature</i> implementations. 	Instructional Coaches K-5 = 1 session* 6-12 = 1 session* K-5 = 1 session 6-12 = 1 session	August 14 August 15
Getting Started with <i>Into Reading K-5</i> & <i>Into Literature 6-12</i> © 2020* In this introductory course, participants have meaningful, hands-on experiences to learn about their program's organization and design. Through direct instruction and guided practice, participants will also experience program resources from both a student and teacher perspective. LEARNING OUTCOMES: <ul style="list-style-type: none"> Build understanding and confidence to ensure a strong implementation Support differentiation, assessment, and effective whole and small group instruction using program resources and instructional tools Enhance instructional delivery and student learning using HMH technology *Access to the Getting Started modules on the Ed digital platform are also included for "just in time" learning throughout the year	1 Session per 35 Teachers K-2 = 1 session* 3-5 = 1 session* 6-12 = 1 session*	August 28

Ypsilanti Community Schools, MI
HMH Into Reading ©2020 / HMH Into Literature ©2020
Professional Learning Plan / K-12 ELA

Into Reading & Into Literature Leadership Training* Designed specifically for district leaders, school leaders and instructional coaches, the Getting Started Leadership Training provides an overview of the program organization, lesson design, and support resources. The goal is to build deeper understanding of the program's alignment to standards as well as identify key teacher and student behaviors to observe in their learning environments. Learning Outcomes: <ul style="list-style-type: none"> Recognize program alignment to national standards Understand program organization and resources that support differentiation, assessment, and effective whole and small group instruction Identify teacher and student behaviors that positively impact student achievement when observing classroom implementation and delivery 	HMH & School/District Leadership* Into Reading 1 two-hour session* Into Literature 1 two-hour session*	October (Date TBD)
HMH Technical Support at 800.323.9239 or techsupport@hnhco.com* <ul style="list-style-type: none"> 24/7 Self-Service Website Support Resources Online Help Guides Phone or email support Basic Rostering planning and setup support 	HMH Tech, Teachers, Leaders*	Ongoing
Mid-year Check-In Meeting* A Mid-Year Check-In with your Professional Learning Manager will help you further identify key topics to address with your technology and professional learning.	HMH & District Leadership*	December or January
End-of-Year Implementation Meeting* An End-of-Year Check-In with HMH Professional Learning Manager will determine what successful implementation looks like in year two.	HMH & District Leadership*	May or June
Follow-Up Training & Technical Services		
Technical Services: TechIntegrate Remote To help ensure your technical environment is set up for success, our Technical Services team will: <ul style="list-style-type: none"> Customized Rostering strategy, training, planning, and implementation support Technical Health Check Technical Professional Learning for school-based or district-based staff Collecting data from HMH® platforms and programs for analytics support 	6 hours remote support	Ongoing - full school year
Into Reading K-5 & Into Literature 6-12 - Follow Up Training / Team Coaching <ul style="list-style-type: none"> During half-day sessions, HMH Coaches will support instructional coaches & leaders during the first half of the day; HMH and district coaches will, <ul style="list-style-type: none"> Engage in a pre-meeting to establish focus areas for classroom observations Observe 2-3 <i>Into Reading</i> or <i>Into Literature</i> classes Gather student evidence Debrief as a team & determine next steps for instructional support Areas of focus for half-day and full-day training sessions will be determined and planned in collaboration with school and district leaders 	1 Session per 35 Teachers Into Reading K-2 = 4 sessions 3-5 = 4 Sessions Into Literature Grades 6-12 = 4 sessions	October 11 12:30 – 4:00 January 17 12:30 – 4:00 p.m. February 14 12:30 – 4:00 p.m. April 17 8:00 – 4:00

**Ypsilanti Community Schools, MI
HMH Into Reading ©2020 / HMH Into Literature ©2020
Professional Learning Plan / K-12 ELA**

<p>POSSIBLE TOPICS FOR TRAINING SESSIONS WITH TEACHERS (multiple topics can be selected and delivered in 60, 90 or 120 minutes):</p> <ul style="list-style-type: none"> • Make Literacy Accessible for all Learners Through Differentiation and Small Group Instruction • Support English Learners in Reading, Writing, Speaking & Listening • Maximize Learning with Digital Resources • Plan and Prioritize Instruction • Apply Notice and Note Close Reading Strategies for Deep Analysis of Text • Create a Balanced Literacy Learning Environment • Embolden Student Voice, Choice and Action through the Writing Process 		
Online Coaching & Training		
<p>Online Team Coaching for Instructional Coaches The online team coaching model includes:</p> <ul style="list-style-type: none"> • 8 thirty-minute online sessions for a team of 5 instructional coaches • HMH Coaching Studio access for 1 year • Cohort #1: 1 EL Coach, 1 SpEd Coach, 2 Elementary Coaches • Cohort #2: 3 Elementary Coaches (2 additional licenses available) • Cohort #3: 1 EL Coach, 1 SpEd Coach, 3 Secondary Coaches <p><i>The Coaching Studio allows five selected participants to have access to additional resources, upload videos, and classroom artifacts to receive feedback from peers and instructional leaders. The HMH Coaching Studio licenses also provide a platform for continued collaborative conversations beyond the thirty-minute online sessions.</i></p>	<p>Instructional Coaches</p> <p><u>3 online team coaching packages</u></p>	<p>September - May</p>
<p>Follow-Up Online Course (2-hour webinar)</p> <p>POSSIBLE TOPICS FOR TWO-HOUR WEBINAR SESSIONS WITH TEACHERS:</p> <ul style="list-style-type: none"> • Make Literacy Accessible for all Learners Through Differentiation and Small Group Instruction • Support English Learners in Reading, Writing, Speaking & Listening • Maximize Learning with Digital Resources • Plan and Prioritize Instruction • Apply Notice and Note Close Reading Strategies for Deep Analysis of Text • Create a Balanced Literacy Learning Environment • Embolden Student Voice, Choice and Action through the Writing Process 	<p>Teachers & Instructional Coaches</p> <p><i>Into Reading</i> <u>K-2 = 1 session</u> <u>3-5 = 1 session</u></p> <p><i>Into Literature</i> <u>Grades 6-12 = 1 session</u></p>	<p>May 15 12:30 – 2:30</p>
<p>Into Reading Follow-Up Online Bundle (4 one-hour webinars)</p> <ul style="list-style-type: none"> • HMH Coaches will support teachers and instructional coaches with 4 one-hour webinar training sessions • Up to 35 participants may join each session • Areas of focus will be determined and planned in collaboration with instructional coaches <p><u>Into Reading</u></p> <ul style="list-style-type: none"> • Grades K-2 = 4 one-hour webinars • Grades 3-5 = 4 one-hour webinars <p><u>Into Literature</u></p> <ul style="list-style-type: none"> • Grades 6-12 = 4 one-hour webinars 	<p>Teachers & Instructional Coaches</p> <p><u>2 Into Reading Bundles</u></p> <p><u>1 Into Literature Bundle</u></p>	<p>Dates TBD</p> <p>September</p> <p>November</p> <p>December</p> <p>March</p>

**Ypsilanti Community Schools, MI
HMH Into Reading ©2020 / HMH Into Literature ©2020
Professional Learning Plan / K-12 ELA**

**Total Cost of Professional Learning
\$50,376**

COST PROPOSAL # 007313313

Enclosure #10
ADOPTION OF SCHOOL BOND LOAN REVOLVING FUND
ANNUAL APPLICATION | RESOLUTION

Meeting of 7/15/2019
*Presented by **Priya Nayak***
*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

School districts that participate in the State's school bond loan fund are required to annually determine if they are levying sufficient debt retirement millage to repay the school bond loan program by their final mandatory repayment date. Submission of the enclosed resolution for the former Willow Run Community Schools is required by the Michigan Department of Treasury.

August 1, 2019 is the deadline to return approved documents. The Annual Loan Worksheet is also enclosed.

Proposed Motion

" move that the Board of Education adopt the presented resolution to authorize the Annual Loan/Repayment Activity Application for the former Willow Run Community Schools."

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

The Debt Retirement Fund reflects the millage remain at 13.00 mills for the former Willow Run Community Schools for 2019.

Attachments:

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

School Bond Qualification and Loan Program
School Loan Revolving Fund
Bureau of Bond Finance
Michigan Department of Treasury
430 W. Allegan
Lansing, MI 48922

ANNUAL LOAN/REPAYMENT ACTIVITY APPLICATION

For Participation in the School Bond Qualification and Loan Program

Legal Name of School District	District Code No.	County
Willow Run Community Schools	81-150	Washtenaw County

CERTIFICATE

I, the undersigned, Secretary of the Board of Education, do certify hereby that the following constitutes a true and complete copy of a resolution adopted by the Board of Education of this School District, at a regular or ~~special~~ meeting held on the 15th day of July, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act 267 of the Public Acts of 1976 (Open Meetings Act).

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of July, 2019.

Maria Sheler-Edwards
(Type or Print Name of Secretary)

(Signature of Secretary)

Gillian Beam Gainsley
(Type or Print Name of Treasurer, Board of Education)

(Signature of Superintendent of Schools)

RESOLUTION

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

Present: Members _____

Absent: Members _____

The following preamble and resolution were offered by Member _____

and supported by Member _____

WHEREAS:

1. Act 92 of the Public Acts of Michigan, 2005, enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963, provides the procedure, terms and conditions for obtaining a loan from the Michigan School Loan Revolving Fund.
2. Pursuant to Executive Order No. 1993-19, the state activities related to bond qualification and state borrowing functions for the provision of loans by the State of Michigan to school districts were transferred from the Department of Education to the Department of Treasury. The State Treasurer is responsible for prescribing the forms and procedures regarding the application for loan from the School Loan Revolving Fund.

3. This district has taken all necessary actions to comply with all legal and procedural requirements for borrowing from the School Loan Revolving Fund.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

1. The district approves the estimated amount to be borrowed from or repaid to the School Bond Qualification and Loan Program and certifies the amount of qualified debt millage to be levied in accordance with the following:

Qualified bond debt millage (Tax Year 2019)	13.00	
Combined beginning balance owed to the SBLF and/or SLRF 06/30/2019		\$ 6,093,058.34
Estimated amount to borrow from or repay to the SBLF and/or SLRF		\$ 4,986,921.00
Estimated accrued interest		\$ 304,652.92
Estimated combined ending balance owed the SBLF and/or SLRF 06/30/2020		\$ 11,384,632.26

2. The district agrees to levy the debt millage tax as indicated above in the current tax year and to levy the debt millage tax required by law on the taxable valuation of the district for each subsequent year until all loans are repaid in full to the State of Michigan.

3. The district agrees to take actions and to refrain from taking any actions as necessary to maintain the tax exempt status of tax exempt bonds or notes issued by the State or the Michigan Finance Authority for the purpose of financing loans to school districts.

4. The district agrees to file a draw request with the State Treasurer not less than 30 days prior to the time when disbursement proceeds will be necessary in order to pay maturing principal or interest or both and to provide any other pertinent facts which may be required to be included in the request.

5. The (title of authorized officer) Priya Nayak, Dir. of Bus/Finance is authorized and directed to file with the Department of Treasury the Annual Loan/Repayment Activity Application and any draw request documents necessary for borrowing from the SLRF.

6. In the event that the district fails to perform any actions as identified in this application or required by law, the district will submit to the State Treasurer a board approved resolution which indicates the actions taken and procedures implemented to assure future compliance.

7. The district board members have read this application, approved all statements and representations contained herein as true to the best knowledge and belief of said board, and authorized the Secretary of the Board of Education to sign this application and submit same to the State Treasurer for his review and approval.

Ayes: Members

Nayes: Members

TOTAL DEBT MILLAGE TO BE LEVIED: 13.00

3. Submit this spreadsheet with the required documents prior to August 1, 2019

2019 Taxable Valuation =	397,900,720
PLUS: 1/2 of 2019 Equivalent IFT/CFT Taxable Value =	
Total Equivalent Value =	397,900,720
Less: 2019 TIFA, DDA, & LDFA Captured Value =	
TOTAL 2019 Taxable Value Subject to Debt Service =	397,900,720

Bond Issue Date MM/DD/YYYY (if variable rate issue, indicate with a "Var", e.g 11/03/00 Var & attach current P&I schedule)	Debt Service Payment (Interest) Due Nov 1, 2019	Debt Service Payment (Principal & Interest) Due May 1, 2020	Fees Due	Debt Service Payments (Principal, Interest & Fees) Total (b + c + d)	RECONCILED Debt Fund Balance, June 30, 2019 Including Cash, Investments, Accrued Interest, Transfers, etc.	Estimated \$ Delinquency	Funds Needed for Nov 2019/May2020 Debt Service Payments (e - f + g)	Prorated Millage Allocation (h / total h) * total millage to be levied	Actual Millage Allocation * (If "0", enter "0")	Revenues to be Collected from 2019 Tax Levy (j * Taxable Value/1000)	Estimated Amount to Borrow from SLRF for Nov 2019-May 2020 Debt Service Payments (h - k)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
02/22/06											
09/21/11	471,063	471,063	500	942,626	61,070	46,554	928,110	1.188	1.300	517,271	410,839
12/23/15	38,000	1,938,000	500	1,976,500	64,919	89,528	2,001,109	2.561	2.500	994,752	1,006,357
09/27/16	308,849	6,858,849	500	7,168,198	267,248	329,462	7,230,412	9.252	9.200	3,660,687	3,569,725
Totals	817,912	9,267,912	1,500	10,087,324	393,237	465,544	10,159,631	13.000	13.000	5,172,710	4,986,921

2019 Summer or Split Annual Loan Worksheet

93
7/10/2019

Enclosure #11
ADOPTION OF RESOLUTION
General Appropriations Resolution | School Activity Fund Budget 7.15.19
GASB 84
Meeting of 7/15/2019
Presented by Priya Nayak
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 General Appropriations Resolution | School Activity Fund Budget 7.15.19 is enclosed. This document is for Board review and adoption. This resolution is to make appropriations, and, to provide for the disposition of all income received by Ypsilanti Community Schools. This resolution, indicating a \$177,258 fund balance ending June 30th, is for the 2019/20 fiscal year and is a mandatory implementation of the Governmental Accounting Standards Board (GASB) 84 Rule.

Proposed Motion

" move that the Board of Education adopt the presented General Appropriations Resolution | School Activity Fund Budget 7.15.19 for 2019/20 with a \$177,258 fund balance ending June 30th."

Budget Impact: ☒ None ☐ As follows:

Attachments:

General Appropriations Resolution | School Activity Fund Budget 7.15.19

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

**GENERAL APPROPRIATIONS RESOLUTION
RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION
YPSILANTI COMMUNITY SCHOOLS
SCHOOL ACTIVITY FUND BUDGET 7.15.19**

RESOLVED, that this resolution shall be the general appropriations of the Ypsilanti Community Schools for the fiscal year 2019-2020; A resolution to make appropriations; and to provide for the disposition of all income received by the Ypsilanti Community Schools.

BE IT FURTHER RESOLVED, that the total revenue and unappropriated fund balance be available for appropriations in the **SCHOOL ACTIVITY FUND** of the Ypsilanti Community Schools for the fiscal year 2019-2020 as follows:

REVENUES	<u>Original</u>
Local Revenue	\$ 208,880
State Revenue	-
Federal Revenue	-
Incoming Transfers & Other Transactions	-
Fund Modifications	\$ -
TOTAL REVENUE AND INCOMING TRANSFERS	<u>\$ 208,880</u>
FUND BALANCE AS OF JULY 1ST	\$ 177,258
Less Appropriated Fund Balance	
FUND BALANCE AVAILABLE TO APPROPRIATE	<u>\$ 177,258</u>
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$ 386,138

BE IT FURTHER RESOLVED, that \$280,000 of the total available to appropriate in the **SCHOOL ACTIVITY FUND** is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES	
Basic Programs, Instruction	\$ -
Added Needs, Instruction	\$ -
Adult Continuing Education	\$ -
Pupil Support	\$ -
Instructional Support	\$ -
General Administration	\$ -
School Administration	\$ -
Business Support	\$ -
Operations/Maintenance	\$ -
Transportation	\$ -
Central Services	\$ -
Other Support Services	\$ 208,880
Community Services	\$ -
	<u>\$ 208,880</u>
Outgoing Transfers & Other Transactions	-
Fund Modifications	-
TOTAL APPROPRIATED	<u>\$ 208,880</u>
FUND BALANCE ENDING JUNE 30TH	<u>\$ 177,258</u>

Enclosure #12
AUTHORIZATION OF WAIVER FORM
Charter Township of Ypsilanti
Meeting of 7/15/2019
Presented by Alena Zachery-Ross
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

Re: Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency

This application is submitted for Board review and consideration. The Washtenaw Intermediate School District (WISD) is requesting to rent space at the former Willow Run Middle School, 235 Spencer Lane, for two years. This lease would be “**contingent**” upon their Bond to renovate and expand High Point School passing on August 6, 2019. The WISD would build new bathrooms, at their expense, for the special needs students that would be educated in the building for two years.

A two-year lease would be finalized by both the WISD and YCS Administration by the time the leasehold begins. The exact dates would be finalized at the vote of the final lease. This allows for additional time to finalize the rental spaces, custodial agreements and other details. Details still need to be worked out between now and then.

Proposed Motion

“ move that the Board of Education approve the authorization of the Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency to add bathrooms to the former Willow Run Middle School, contingent upon the WISD August 6, 2019 bond passing.”

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

**Request for Annual Delegation of School Plan Review and Inspection Authority
to a Local Unit of Government Enforcing Agency**
Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
P.O. Box 30254, Lansing, MI 48909
517-241-9302
www.michigan.gov/bcc

Section 1b(5) of 1937 PA 306 provides:

"The department shall delegate the responsibility for the administration and enforcement of this act to the applicable agency if both the school board and the governing body of the governmental subdivision have annually certified to the department, in a manner prescribed by the department, that full-time code officials, inspectors and plan reviewers registered under the building officials and inspectors registration act, 1986 PA 54, MCL 338.2301 to 338.2313, will conduct plan reviews and inspections of school buildings."

NOTE: Local governments not authorized to enforce the state construction codes do not qualify for delegation of school plan review and inspection authority.

BOTH THE SCHOOL BOARD PRESIDENT OF THE DISTRICT IN WHICH THE APPLICABLE FACILITY IS LOCATED AND THE GOVERNING BODY OF THE GOVERNMENTAL SUBDIVISION MUST CERTIFY, VIA ORIGINAL SIGNATURES, THAT THE INFORMATION CONTAINED ON THIS FORM IS TRUE AND ACCURATE. If the school district is served by more than one local government enforcing agency, a separate form must be submitted for each enforcing agency and you must indicate which agency serves which facility.

Failure to complete all required information will result in this form being returned without action.

SCHOOL DISTRICT INFORMATION

A school official representing the school district/school board must provide the school contact information and the list of school facilities by completing the sections below. (It should be noted that non-public schools should not provide public school district information but should provide contact information regarding the superintending authority, if applicable, for the non-public school instructional and non-instructional school buildings located within each local government enforcing agency.)

SCHOOL DISTRICT				
NAME OF SCHOOL DISTRICT Ypsilanti Community Schools				COUNTY Washtenaw
ADDRESS 1885 Packard				
CITY Ypsilanti	STATE MI	ZIP CODE 48197	TELEPHONE NUMBER (Include Area Code) 7342211230	FAX NUMBER (Include Area Code) 7342211220
PRIMARY CONTACT PERSON Aaron Rose			TITLE Director of Operations	
LISTING OF SCHOOL FACILITIES (List only those school facilities within the district for which plan review and inspection authority is requested.) Attach additional pages as necessary.				
FACILITY NAME		FACILITY NAME		
1. Willow Run Middle School		5.		
2.		6.		
3.		7.		
4.		8.		

Local Government Enforcing Agency Information

Each local government enforcing agency in which facilities of the school district are located must complete this application attesting to the agreement with the information contained in this application.

LOCAL UNIT OF GOVERNMENT / CODE ENFORCING AGENCY				
NAME OF LOCAL UNIT OF GOVERNMENT Charter Township of Ypsilanti				COUNTY Washtenaw
ADDRESS 7200 S. Huron River Drive				
CITY Ypsilanti	STATE MI	ZIP CODE 48197	TELEPHONE NUMBER (Include Area Code) (734) 485-3943	FAX NUMBER (Include Area Code) (734) 484-5100
PRIMARY CONTACT PERSON Dave Bellers			TITLE Chief Building Official	

BUILDING OFFICIAL / INSPECTOR / PLAN REVIEWER INFORMATION

List the name, discipline and registration number of all Building Officials, Inspectors, and Plan Reviewers in the local unit of government enforcing agency performing inspections/plan reviews on school buildings and facilities. To qualify for delegation of school construction authority the governmental jurisdiction MUST document full time building, electrical, mechanical and plumbing inspectors and building, electrical, mechanical and plumbing plan reviewers.

NAME OF BUILDING OFFICIAL:

David H. Bellers

REGISTRATION NUMBER OF BUILDING OFFICIAL:

00-4210

NAME	REGISTRATION NUMBER	PLAN REVIEWER	INSPECTOR
1. David Bellers	00-4210	<input checked="" type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg	<input checked="" type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg
2. William Balmes	00-5879	<input type="checkbox"/> Bldg <input checked="" type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg	<input type="checkbox"/> Bldg <input checked="" type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg
3. Pete Power	00-5800	<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input checked="" type="checkbox"/> Plbg	<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input checked="" type="checkbox"/> Plbg
4. Todd Barber	00-0390	<input checked="" type="checkbox"/> Bldg <input type="checkbox"/> Elec <input checked="" type="checkbox"/> Mech <input type="checkbox"/> Plbg	<input checked="" type="checkbox"/> Bldg <input type="checkbox"/> Elec <input checked="" type="checkbox"/> Mech <input type="checkbox"/> Plbg
5.		<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg	<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg
6.		<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg	<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg
7.		<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg	<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg
8.		<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg	<input type="checkbox"/> Bldg <input type="checkbox"/> Elec <input type="checkbox"/> Mech <input type="checkbox"/> Plbg

Please list your office hours and inspection staff hours below. (Example: 8:00 a.m. - 5:00 p.m.)

Office Hours: M 8 - 4:30 T 8 - 4:30 W 8 - 4:30 Th 8 - 4:30 F 8 - 4:30 = 40 total hours

Inspection Staff Hours: M 8:30 - 4:30 T 8:30 - 4:30 W 8:30 - 4:30 Th 8:30 - 4:30 F 8:30 - 4:30 = 40 total hours

- Plan reviews will be completed within 60 days of receipt of the application.
- Permits will be issued and inspections conducted (within 5 business days) in accordance with the requirements of the Stille-DeRossett-Hale Single State Construction Code Act of 1972, 1972 PA 230.
- Permits will not be issued until a delegation of authority is granted by the Bureau of Construction Codes, Department of Licensing and Regulatory Affairs.
- Violation notices shall be issued as provided by the Act and applicable Code(s).
- Certificates of Occupancy will be issued only after receiving all required inspection and plan review approvals.

Certification by School District and Local Government Enforcing Agency - In the sections below, provide the **ORIGINAL** signature of the school board president and the chief elected official of the local government authorized to enforce construction codes in which school facilities are located. **Note:** A local government not authorized to enforce the state construction codes does not qualify for delegation of school plan review and inspection authority.

SIGNATURE AND CERTIFICATION OF SCHOOL BOARD PRESIDENT

I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.

NAME OF SCHOOL BOARD PRESIDENT (Please Print)

NAME OF LOCAL SCHOOL DISTRICT

ORIGINAL SIGNATURE OF SCHOOL BOARD PRESIDENT

DATE

SIGNATURE AND CERTIFICATION OF LOCAL UNIT OF GOVERNMENT

I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.

NAME AND TITLE OF CHIEF ELECTED OFFICIAL* (Please Print)

NAME OF LOCAL UNIT OF GOVERNMENT (enforcing agency)

ORIGINAL SIGNATURE OF CHIEF ELECTED OFFICIAL

DATE

*The State Construction Code Act defines the chief elected official as listed below:

County: Chair of the Board of Commissioners

City: Mayor

Village: President

Township: Supervisor

LEASE AGREEMENT

This lease is made as of the ____ day of _____, 2019, by and between the YPSILANTI COMMUNITY SCHOOLS, a local constituent school district of the Washtenaw Intermediate School District, located at 1855 Packard Road, Ypsilanti, Michigan 48197, hereafter designated as LANDLORD, and WASHTENAW INTERMEDIATE SCHOOL DISTRICT, located 1819 South Wagner Road, P. O. Box 1406, Ann Arbor, Michigan 48106-1406, hereafter designated as the TENANT.

Whereas, the LANDLORD is the owner who holds good title to the premises located at 265 Spencer Lane, Ypsilanti, Michigan 48198, County of Washtenaw, more commonly known as the MIDDLE SCHOOL AT WILLOW RUN, which hereinafter may be referred to as the PREMISES, and is described as follows:

Description of Lease Area: All rooms highlighted on attached Exhibit A, including classrooms, media center/computer lab, office areas, conference rooms, storage rooms, and restrooms; totaling an agreed-upon approximate of 43,816 square feet (area highlighted on Exhibit A). TENANT shall also have access to and use of common areas such as the hallways, gymnasiums, pool, cafeteria, adjacent parking lots, adjacent grounds, etc.

Whereas, the parties hereto desire to enter into a lease of the Premises under certain terms and conditions as follows:

Contingent Lease Agreement: The TENANT has a bond issue referendum on the August 6, 2019 ballot. If the referendum is successful, the terms and conditions set for in this lease agreement shall be effective and valid. If the referendum is not successful, the terms and conditions of this lease agreement shall be void and the TENANT shall have the right to terminate the lease immediately with no payment due to the LANDLORD. No building improvements or modifications are scheduled to occur prior to the referendum.

Premises: The LANDLORD does hereby lease unto the TENANT and the TENANT does hereby lease from the LANDLORD the above described PREMISES.

Term: The Term of the lease shall commence on the 1st of August, 2019 and ending the 31st of October, 2021. The TENANT shall have the option to renew the lease for additional one-month periods from the 1st of November, 2021 and ending the 30th of June, 2022.

Acceptable Use of Premises: The Premises is intended to be used to house the High Point School Program and its co-located partner school, Honey Creek Community School, but in any circumstance, must be used and occupied for Pre-K-12 student instruction or instruction for students with IEPs ages 18-26, and related activities such as after-school care, summer camp, etc.

Provided, in case any rent shall be due and unpaid for a period of 45 days or default be made in any of the covenants herein contained, then the LANDLORD may institute legal action and/or obtain a court order to evict the TENANT.

The TENANT hereby hires said premises for the term mentioned above and agrees to comply with the following:

- 1) To pay the LANDLORD as annual rental for said Premises the sum of \$12.50 PER SQUARE FOOT PER YEAR (\$547,700). LANDLORD shall include such costs in its annual budget for operating the PREMISES, and monthly lease payments of \$45,641.67 will be made by the TENANT no later than the first day of each month. TENANT will take possession of the PREMISES on August 1, 2019 in order to make necessary renovations to the PREMISES as outlined in Section 10 and Attachment A; monthly rental payments will begin on December 1, 2019. The payment of the rental cost specified above allows the TENANT to occupy the Premises for the full period stated above.
- 2) LANDLORD will provide the PREMISES in a fully cleaned condition ready to occupy for student instruction purposes, similar to the condition the LANDLORD would perform for its own instructional programs.
- 3) To use and occupy only those Premises specified above, and only for the purposes for which they are let.
- 4) To observe and comply with the policies and procedures of the LANDLORD, including the policy which prohibits smoking on school grounds.
- 5) To observe all reasonable regulations and requirements of the LANDLORD concerning the use and conditions of the Premises tending to reduce fire hazards and insurance rates.
- 6) That the TENANT shall not assign this Lease nor sublet the Premises nor any part thereof, except for the portion of the space occupied by the Honey Creek Community School, without the written consent of the LANDLORD, which consent shall not be unreasonably withheld.
- 7) That the TENANT shall keep the Premises during the term of the Lease in good repair and at the expiration of the Lease shall deliver the Premises in the condition as when taken, reasonable wear and tear expected.
- 8) That the LANDLORD agrees to maintain and repair as necessary the maintenance systems, including, but not limited to, the heating system, air conditioning system, hot water heater and electrical system, plumbing, including well and/or septic system, if applicable, building envelope systems, elevators, fire suppression and alarm system(s), commercial

kitchen equipment and licensing, and will make any other repairs necessary to maintain the Premises in good order. The TENANT shall follow the LANDLORD'S procedures for notifying the Building & Grounds staff of maintenance concerns. If the LANDLORD does not maintain or repair the PREMISES in a timely manner to allow the TENANT to continue its operations in a safe, clean, comfortable and healthy manner for its students and staff, the TENANT shall have the right to contract for maintenance and repairs to continue its operations in this manner. The TENANT will notify the LANDLORD of its intent to contract for services, and the cost of such services shall be withheld from the TENANT'S rental payment to the LANDLORD.

- 9) The LANDLORD shall be responsible for the maintenance and repairs of the Premises, including, but not limited to, maintenance of systems identified in Section 7, lawn care, snow removal, trash removal, etc. If TENANT uses the Premises for a purpose other than which it was originally intended, and, where such repairs resulted from damage caused by the TENANT or its employees, students, parents, customers or agents, the TENANT shall be responsible for such maintenance and repairs.
- 10) If the TENANT desires to make repairs, improvements or structural modifications to said Premises which would commonly be outside the normal maintenance of a facility, the TENANT will inform the LANDLORD in writing, providing details regarding the repairs, improvements or structural modifications. The LANDLORD has the sole authority to approve or deny said repairs, improvements or structural modifications, however, such approval will not be unreasonably withheld. A list of known improvements is included in Attachment A, and by inclusion in the lease agreement, the LANDLORD agrees to allow these improvements or structural modifications to be made by the TENANT. The TENANT will be liable for all costs related to the repairs, improvements or structural modifications. The LANDLORD and TENANT shall agree as to any areas in which improvements or modifications are made that must be returned to their original condition. If the LANDLORD makes repairs, improvements or structural modifications based upon its own judgment, TENANT will not be responsible for any related costs.
- 11) That in event the TENANT shall hold over after the expiration of the term for a sufficient period of time to create a renewal of this Lease by operation of law, that any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by the LANDLORD, shall be a tenancy from calendar month to calendar month and for no longer term.
- 12) If the Premises becomes wholly or partially untenable through damage or destruction by fire or other cause, both parties shall have the option to terminate this Lease, and upon election to terminate, the Lease shall become void.

- 13) In the event of fire or other damage to the Premises or personal property leased, the Parties mutually waive their rights of subrogation and recovery against each other, their agents, employees or subleases to the extent that they are insured or are required to carry insurance for said loss. LANDLORD will maintain coverage with limits equal to the full replacement cost of building and/or personal property as the case may be and the full twelve-month loss exposure for loss of rents and business interruption.
- 14) The Parties hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard caused by insurance in connection with the property on or activities conducted on the demised Premises, to the extent of such coverage, regardless of the cause of the damage or loss, to the extent permitted by existing insurance coverage.
- 15) If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date the possession of that part shall be required for any public purposes and the rent shall be paid up to that day. If the taking is partial and more than 25% of the area of the Premises is taken by such proceedings, then, within 30 days after the condemnation award becomes final, the Lease may be canceled by either the LANDLORD or the TENANT by proper notice to the other Party. Upon such cancellation, this Lease shall become null and void and have no force and effect. If neither Party cancels this Lease, as provided in this paragraph, the TENANT shall continue possession of the remainder of the Premises under the terms hereby provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. All damages shall be awarded as compensation for diminution in that the LANDLORD shall not be entitled to any portion of the award made to the TENANT for loss of business.
- 16) The following services will be provided as indicated:
- a. The LANDLORD shall provide and pay for all utilities and operational and maintenance service in a timely manner to not cause any interruption in service.
 - b. The LANDLORD shall provide and pay for custodial service, including supplies, materials, and equipment for the PREMISES and other common areas of the building such as the hallways, gymnasium(s), pool, cafeteria, etc. If the LANDLORD is unable to provide custodial service or elects not to provide custodial service for any or all of these areas, the TENANT shall have the right to contract or employ for custodial services. Any cost the TENANT incurs in providing custodial services shall be withheld from the TENANT'S rental payments to the LANDLORD.
 - c. The TENANT will provide its own emergency procedures to safeguard the health and safety of the staff and students. This will include fire drills, severe weather drills, providing for building accessibility and security on evenings and weekends, and acquaintance with building security systems. The designed emergency

procedures must be in conformance with all laws and regulations of the State of Michigan and the United States. The LANDLORD agrees to maintain and pay for established security systems and to provide requisite training to the TENANT. The control of keys and access codes will be maintained by the LANDLORD.

- 17) At the termination of this Lease, if the Premises is not returned in like condition due to use of the Premises by the TENANT for a purpose other than that which it was originally intended or agreed to as part of Section 10 above, the LANDLORD will make the necessary repairs and the TENANT will pay the LANDLORD for the cost of said repairs.

The LANDLORD agrees that the TENANT, on payment of the rental fee at the time and in the manner stated and performing all the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the leased Premises for the aforesaid term. The LANDLORD agrees to not lease space to another party that would interrupt the TENANT'S right to peacefully and quietly conduct its operations.

The covenants and conditions herein shall bind the successors, heirs, representatives, and assigns of the LANDLORD and the TENANT.

It is agreed that in this Lease, the word "he" shall be used as synonymous with the words "she", "it", and "they", and the word "his" is synonymous with the "her, "its", and "their".

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the _____ of _____, 2019.

WASHTENAW INTERMEDIATE SCHOOL DISTRICT

President, Washtenaw Intermediate School District
Board of Education

Date

Secretary, Washtenaw Intermediate School District
Board of Education

Date

YPSILANTI COMMUNITY SCHOOLS

Date

_____, Its _____

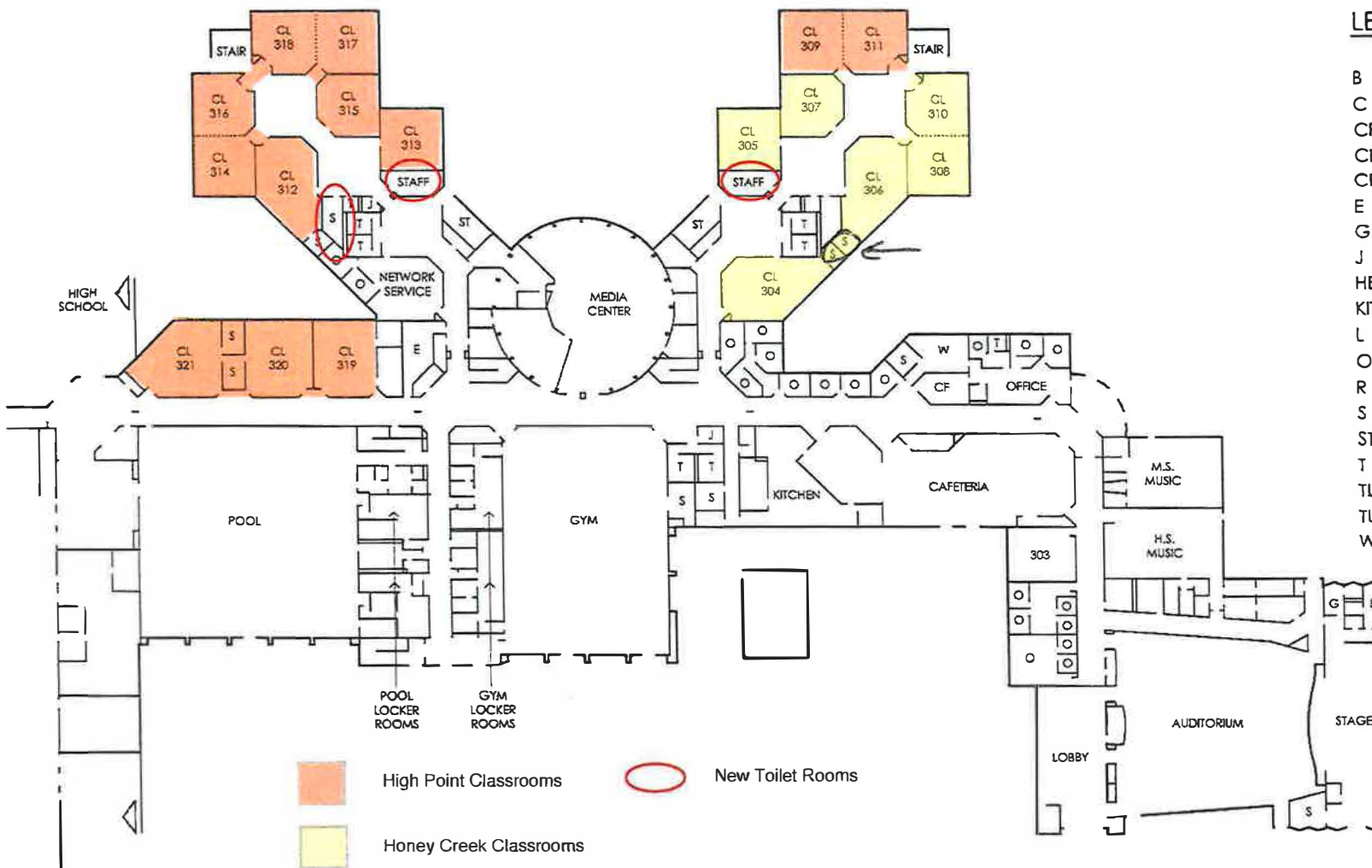
Date

_____, Its _____

BUILDING IMPROVEMENTS AND STRUCTURAL MODIFICATIONS

Description *	Return to Similar Condition at Lease Termination
Construct an outdoor playground area near Classrooms 312,314, 319, 320, 321	No
Add bathrooms in Rooms 600A, 600D, 604B, and 604E each with three water closets and a sink	No
Add a fence on the service drive edge of the grass area outside the cafeteria	No

- Room number locations are based on Exhibit A



LEGEND:

- B BOYS' TOILET ROOM
- C CLINIC
- CF CONFERENCE
- CL CLASSROOM
- CP COMPUTERS
- E ELECTRICAL
- G GIRLS' TOILET ROOM
- J JANITOR
- HE HEAD END ROOM
- KIT KITCHEN
- L LOCKERS
- O OFFICE
- R RECEIVING
- S STORAGE
- ST STAIR
- T TOILET ROOM
- TL TEACHER'S LOUNGE
- TU TUTORING
- W WORKROOM

Concept Classroom Allocation

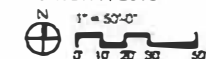
EXISTING PLAN

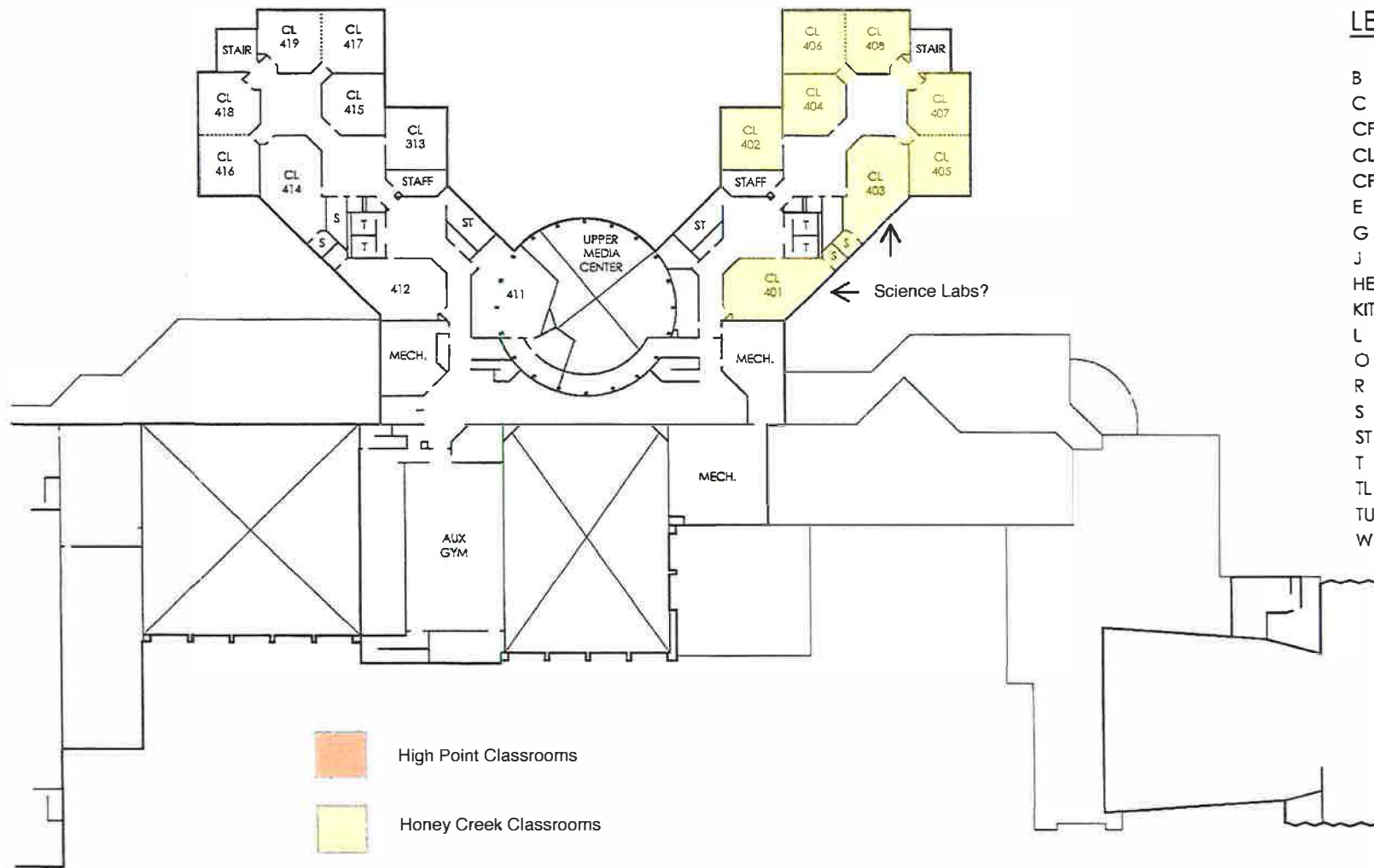
UNIFIED DISTRICT OF WILLOW RUN AND YPSILANTI SCHOOLS
WILLOW RUN MIDDLE SCHOOL

June 25, 2019

FIRST LEVEL

MARCH 7, 2013





LEGEND:

- B BOYS' TOILET ROOM
- C CLINIC
- CF CONFERENCE
- CL CLASSROOM
- CP COMPUTERS
- E ELECTRICAL
- G GIRLS' TOILET ROOM
- J JANITOR
- HE HEAD END ROOM
- KIT KITCHEN
- L LOCKERS
- O OFFICE
- R RECEIVING
- S STORAGE
- ST STAIR
- T TOILET ROOM
- TL TEACHER'S LOUNGE
- TU TUTORING
- W WORKROOM

- High Point Classrooms
- Honey Creek Classrooms

Concept Classroom Allocation

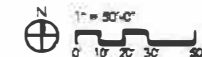
EXISTING PLAN

UNIFIED DISTRICT OF WILLOW RUN AND YPSILANTI SCHOOLS
WILLOW RUN MIDDLE SCHOOL

June 25, 2019

SECOND LEVEL

MARCH 7, 2013



Enclosure #13
APPROVAL OF CONSULTANT SERVICES AGREEMENT
InnoSynth Technologies, LLC
Meeting of 7/15/2019
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 enclosed Second Fee Agreement, dated July 1, 2019, is for continued advisory and staff augmentation services of InnoSynth for 2018/19 close-out project and other services noted in the Agreement. Provided services are for accounting resources. The term of this contract is July 11 - August 16, 2019.

Proposed Motion

" move that the Board of Education approve the Second Fee Agreement with InnoSynth Technologies for accounting services for 2018/19, with a term of July 11 – August 16, 2019 for an amount not to exceed \$76,800."

Budget Impact: ☐ None ☒ As follows:
General Fund

Attachments:

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



July 1, 2019

Alena Zachery-Ross
Superintendent
Ypsilanti Community Schools
1885 Packard Rd
Ypsilanti, MI 48197

Dear Mrs. Zachery-Ross:

This **Second Fee Agreement** acknowledges that Ypsilanti Community Schools (YCS) desires to continue receiving the advisory and staff augmentation services of Innosynth for FY2018-19 accounting close-out project and other services noted below. We appreciate this opportunity to continue to serve your district, and submit this Second Fee Agreement.

Innosynth and YCS both recognize that there is a large volume of transactions that still need to be recorded for the FY2018-2019, including the correction of errors and the identification of supporting documentation (particularly for deposits). Account reconciliations are also needed, with a special emphasis on revenue and Due to/Due from accounts for inter-fund transactions. YCS will benefit tremendously from Innosynth's documentation of key business processes for payroll and cash management, which will provide new Business Office team members with a streamlined process and procedures to efficiently and effectively perform their responsibilities. Weekly knowledge transfer sessions will ensure that YCS professional staff understand the approach and procedures that Innosynth deploys so that current month transactions are recorded by YCS staff in a consistent manner. The combined efforts of the YCS and Innosynth team will result in thorough preparation and readiness for the annual external audit.

Our consulting fees are determined by using the Rate Card herein and extending the bill rate by the number of hours worked by each professional resource staff person. Time is charged for work performed on your behalf both onsite and offsite, whether it takes the form of in-person meetings, telephone consultations, research, drafting of deliverables, negotiations, discussions with third-parties, or travel on your behalf.

The quality of all services performed by all staff remains the responsibility of the principal, Danté V. Bishop. You will not be billed for clerical or secretarial time. Mr. Bishop's hourly rate as a Principal is \$150.00 for supervisory services and most services that require 5 hours or less in duration to complete a deliverable. This second Fee Agreement is for the

short-term provision of services through early August and will not require a fully defined Statement of Work.

All work performed will be on a time and materials basis unless specifically stated otherwise in writing.

Out-of-pocket expenses directly attributed to the services rendered to you will be billed at cost. These expenses will include such things as photocopying, travel, computerized research, and courier or delivery services. We will advise you of any foreseeable expenses that are significant and ask that you pay these expenses directly.

Innosynth will invoice you weekly (period end is the last day of the week - Sunday) on Mondays for actual hours worked so that you will have an opportunity to monitor fees. Ypsilanti Community Schools will have Forty-Eight (48) hours to acknowledge receipt of the invoice and approve for payment (Proof of Service) or request modifications. Modified invoices will require approval within twenty-four (24) hours. Innosynth will submit a status report semi-monthly on July 18th and July 30th to reflect activities for the preceding period.

Payment is due immediately upon receipt for the approved fees and costs identified in the weekly invoice. We expect our invoices and statements to be **paid promptly**, and we reserve the right to terminate or suspend our consulting/augmentation/advisory relationship for non-payment of fees or costs at any time past the payment due date.

In accordance with our office's usual practice, a retainer fee equal to (\$15,360) 20% of the estimated total fees for the planned duration of each project is required prior to the beginning of work and services to be performed (see table below). The retainer will be applied pro-rata each week over the duration of each project based on the estimated weeks of duration. If any portion of the retainer remains unused at the conclusion of our advisory services, the unused portion will be credited toward future services.

Our Standard Rate Card below indicates how our rate structure has been discounted to provide preferred rates to school districts, and YCS specifically.

STANDARD RATE CARD:

Resource Level	Standard Rate	Schools Rate	YCS Rate
Principal	\$250	\$200	\$150
Sr. Director	\$200	\$175	\$125
Director	\$175	\$150	\$125
Sr. Manager	\$150	\$135	\$125
Manager	\$130	\$120	\$110
Senior Associate	\$110	\$95	\$95
Associate	\$95	\$75	\$60

Upon written approval, additional tasks may be requested, or the timeline may be extended for Innosynth resources at the YCS rate per the schedule above. Tasks that will be performed through August 16, 2019, include but are not limited to the following, along with our proposed resources and rates:

ESTIMATED FEES BY TASK AND RESOURCE

In order to meet YCS' deadline for preparation for the FY2018-2019 Annual Audit, Innosynth proposed to utilize 3 FTE resources for this engagement: one Principal and Two Managers. Each of the Managers will be assigned their own sets of bank and general ledger accounts that they will be responsible for and will provide all services to YCS concurrently.

Task	Target Date	Resource	Estimated Hours	YCS Rate	Estimated Total
Finalize SAN Application and Cashflow	July 11	Principle	10	\$150	\$1,500
Enter and Post Unrecorded Transactions and Journal Entries and reconcile accounts	August 16	Manager – 1	200	\$110	\$22,000
		Manager-2	200	\$110	\$22,000
Prepare Bank Reconciliations and Journal Entries	August 16	Manager-1	40	\$110	\$4,400
Assist with the Development of FY2019-2020 Budget Amendment #1	June 24	Principal	60	\$150	\$9,000
Process and Procedure Development	August 16	Principal	90	\$150	\$13,500
Business Office Director Transition	August 16	Manager -2	40	\$110	\$4,400
Weekly Knowledge Transfer meetings	August 16	All	30		No charge
TOTAL FEES					\$76,800

Innosynth Technologies, LLC and Ypsilanti Community Schools both maintain the right to terminate this Fee Agreement and any future Statement of Work upon 30 days written notice.

Please acknowledge your acceptance of the terms of this agreement by signing this Agreement and returning it to me.

We look forward to working with you. Should you have any questions or comments, please contact me promptly.

SIGNATURES ON THE LAST PAGE

Truly yours,

Innosynth Technologies, LLC .



Danté V. Bishop, CPA

I accept the manner of determining the advisory fees in matters as stated above and accept such services from InnoSynth Technologies, LLC:

Alena Zachery-Ross

Ypsilanti Community Schools

Enclosure #14
ADOPTION OF RESOLUTION
Elimination of Position & Non-Renewal of Contract
Meeting of 7/15/2019
Presented by Alena Zachery-Ross
Prepared by Paula Gutzman

<input type="checkbox"/> <i>Discussion</i> <input checked="" type="checkbox"/> <i>Action – Roll Call</i> <input type="checkbox"/> <i>Action – Voice</i> Ayes _____ Nays _____		Brenda Meadows	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 Resolution for Consideration of Elimination of Position and Non-Renewal of Contract is presented for Board review and consideration. This recommendation is made based on the economic necessity of the District.

Proposed Motion

“ move that the Board of Education adopt the Resolution for Consideration of Elimination of Position and Non-Renewal of Contract.”

Budget Impact: ☒ None ☐ As follows:

Attachments:

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

Enclosure #15

ACCEPTANCE OF DONATION, YCS Event Series Sponsorship The Ride | Ann Arbor Area Transportation Authority, Donor

Meeting of 7/15/2019

Presented by Taryn Willis

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

The Ride | Ann Arbor Area Transportation Authority has made a cash donation of \$1,000 to the YCS Event Series Sponsorship. It is recommended by the YCS Marketing Department to accept this donation.

*Thank you to The Ride | Ann Arbor Area Transportation Authority ...
for making a difference for our YCS family.*

Proposed Motion

" move that the Board of Education accept a \$1,000 cash donation from The Ride | Ann Arbor Area Transportation Authority for the YCS Event Series Sponsorship."

Budget Impact: ☒ None ☐ As follows:

Attachments:

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



TheRide
 Ann Arbor Area Transportation Authority
 2700 S. Industrial Hwy.
 Ann Arbor, MI 48104
 Operating Account

BANK OF ANN ARBOR
 ANN ARBOR, MI 48104
 74-1373/724

99579

DATE	AMOUNT
6/21/2019	\$1,000.00

PAY One Thousand Dollars And 00 Cents

TO THE ORDER OF YPSILANTI COMMUNITY SCHOOLS
 1885 PACKARD ROAD
 YPSILANTI MI 48197

[Handwritten Signature]
 AUTHORIZED SIGNATURE

Security features. Details on back.

ANN ARBOR AREA TRANSPORTATION AUTHORITY

99579

99579

VENDOR ID	VENDOR NAME	CHECK DATE			
9014	YPSILANTI COMMUNITY SCHOOLS	6/21/2019			
	DOCUMENT NUMBER	DOCUMENT AMT.	AMOUNT PAID	DISCOUNT	NET CHECK
	AAATA13098	6/18/2019	\$1,000.00	\$1,000.00	\$0.00

\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
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Enclosure #16
FIRST READ: NEOLA POLICY UPDATES
Meeting of 7/15/2019

FIRST READ

Second Read and Approval will be considered at next regular meeting.

Rationale/Background Information

Re: NEOLA of Michigan Local Templates/Policy Updates

The Board of Education shall adopt bylaws and policies for the organization and operation of this Board and the District. The following are submitted for Board review and are ready to begin the approval process.

The following bylaws/policies are included in tonight's First Read:

GROUP #1 |

EDGAR COLLECTION, Special Release: 30, #2

Bylaw 0144.3: Conflict of Interest
1130/3110/4110: Conflict of Interest
6110: Grant Funds
6111: Internal Controls
6112: Cash Management of Grants
6114: Cost Principles ...
6116: Time & Effort Reporting
6325: Procurement – Federal Grants/Funds
6550: Travel Pay't & Reimbursement
7300: Disposition of Real Property
7310: Disposition of Surplus Property
7450: Property Inventory
8500: Food Services

Also, included in this packet to NEOLA:

Vision Update, #2105
Mission Update, #2105
District Compliance Officers Update, #4123

SOCIAL MEDIA POLICY COLLECTION, Special Release: April 2018
Bylaw 0100: Definitions

7540: Technology
7540.04: Staff Technology ...
7544: Use of Social Media

TECHNOLOGY COLLECTION, Special Release: February 2017
8300: Continuity of Organ. Operations Plan
8305: Information Security

ESSA: February 2017
5111.01: Homeless Students
5111.03: Children & Youth in Foster Care
8340: Letters of Reference

GROUP #2 | NEOLA 32, #2

0143.1: Public Expression ...
0144.1: Compensation
1421: Criminal History ...
3121: " "
4121: " "
4162: Controlled Substance
5111: Eligibility of Resident ...
7540.02: Web Accessibility ...

8321: Criminal Justice ...

GROUP #3 | NEOLA 33, #1

0100: Definitions
0122: Board Powers
0131.1: Bylaws & ...
0143.1: Public Expression ...
0165.6: Cancellation
0166: Agenda
0167.1: Voting
0167.2: Closed Session
0167.3: Public Participation ...
0167.6: Use of ...
1422: Nondiscrimination ...
1662: Anti-Harassment
2112: Parent & ...
2260: Nondiscrimination ...
2261: Title I ...
2271: Postsecondary (Dual)
2700: P.A. 25 ...
3120: Employment ...
3120.04: Employment ...
3122: Nondiscrimination
3130: Assignment
3362: Anti-Harassment
4122: Nondiscrimination ...
4162: Controlled Substance ...
4362: Anti-Harassment
5330: Use of ...
5460: Graduation ...

5517: Anti-Harassment
5517.02: Sexual Violence
5610.01 (rescind)
5630.01: Student Seclusion ...
6325: Procurement ...
6350: (rescind)
8210: School Calendar

Group #4 | NEOLA 33, #2

0100: Definitions
0167.2: Closed Session
1422.01: Drug-Free ...
1430: Leaves of ...
2210: Curriculum ...
2414: Reproductive ...
3120: Employment of ...
3120.04: " "
3430: Leaves ...
4430: " "
5113.01: School of Choice ...
5113.02: School Choice ...
5200: Attendance
6321: New School ...
6325: Procurement ...
6605: Crowdfunding
8400: School Safety ...
8402: Emergency Operations ...
8500: Food Service
8640: Transportation ...

Policies may be viewed at this link:

<https://go.boarddocs.com/mi/ycs/Board.nsf/Public?open&id=welcome>
(then, click "Policies" in the upper right corner to access Board policies)

A Second Read is planned for our next regular meeting, along with a consideration of an approval of the presented bylaws/policies.

Attachments:

☐ Enclosed ☐ To Be Distributed at Meeting ☒ None *(please view online @ above link)*