



Monday, October 12, 2020
REGULAR MEETING Agenda | Electronic Meeting VIA GOOGLE HANGOUTS; see
"IMPORTANT MESSAGE(S) REGARDING THIS MEETING"

YCS Board of Education Meeting | Meeting will be held electronically via Google Hangouts in accordance with Governor Gretchen Whitmer's Executive Orders (COVID-19)
1885 Packard Road | Ypsilanti, MI 48197 | 734.221.1230 | 6:30 p.m.

1. IMPORTANT MESSAGE(S) REGARDING THIS ELECTRONIC MEETING

- A. Electronic Meeting (via Google Hangouts) In Accordance with Governor's Executive Orders; COVID-19
- B. Electronic Meeting Guidelines

2. CALL TO ORDER & ROLL CALL OF BOARD MEMBERS PRESENT: Dr. Celeste Hawkins, Board President

3. PLEDGE OF ALLEGIANCE: Dr. Celeste Hawkins, Board President

4. ACHIEVEMENT, AWARDS & RECOGNITION

- A. October is Recognized as National Principal's Month

5. ACCEPTANCE OF AGENDA

- A. Acceptance of Agenda

6. DISCUSSION

- A. ECOL: Monthly Update

7. PUBLIC COMMENTS #1: Electronic Participation

- A. Guidelines for Public Comment

8. CONSENT AGENDA

- A. Consent Agenda

9. ACTION ITEMS: Student Affairs

- A. Adoption of COVID-19 Remote Attendance Policy: Dr. Carlos Lopez, Assistant Superintendent

10. ACTION ITEMS: Business/Finance

- A. Head Start 20/21 Grant Award: Priya Nayak, Director of Business and Finance
- B. Resolution- Refinancing Bonds: Priya Nayak, Director of Business and Finance
- C. Donation: Gifts Foundation: Alena Zachery-Ross, Superintendent
- D. Donation: Ypsi Mask Project: Alena Zachery-Ross, Superintendent
- E. Donation: Costco: Alena Zachery-Ross, Superintendent
- F. Donation: Anonymous Donor: Alena Zachery-Ross, Superintendent
- G. Donation: Walmart: Alena Zachery-Ross, Superintendent

11. PUBLIC COMMENTS #2: Electronic Participation

A. Guidelines for Public Comment

12. OTHER

13. BOARD/SUPERINTENDENT COMMENTS

14. ADJOURNMENT OF MEETING

YCS Extended COVID-19 Learning Plan
Version: Strict Adherence to Legislation
Reconfirmation Meeting
Required Every 30 Days After Initial Plan Approval

Agenda:

- Reconfirm how instruction is going to be delivered during the 20/21 school year
- Public comments from parents and/or guardians on the Extended Learning Plan
- Review weekly 2-way interaction rates

Reconfirmation Meeting for <September 14, 2020>

Reconfirm how instruction (Return to Learn Plan) is going to be delivered during the 20/21 school year: We had no modifications to our Return to Learn Plan.

(Recommendation: Explain in narrative form any modifications to the original Extended Learning Plan)

As we enter the 2020-21 school year, we are committed to offering all of our students and families three viable options: [In-Person](#), [Remote](#), and [Fully Online](#). We are also committed to putting the structures, systems, routines, and procedures that will ensure that our diverse student population is engaged and achieving under these three modes of instruction. As a result, we are committed to an equity plan that focuses on deep equity work around excellence, voice and access for all.

The [Extended COVID-19 Learning Plan](#) is necessary at YCS to increase student engagement and achievement for the 2020-21 school year because we are in the middle of a Global Pandemic that has significantly impacted the lives of our students, families and staff. The trauma caused by this pandemic has created significant mental health and academic gaps that have negatively impacted student learning. The racial divide and the significant impact of supporters of the Black Lives Matter movement have also created a National Platform that has brought RACE to the forefront of our National Agenda. No longer will people stand silently witnessing hatred, racism, oppression, and the victimization of a group of our citizens just because of the color of their skin. As we move forward, we at YCS will always lead from an equity lens. We are committed to the continuation of deep equity work around excellence, voice, and access for all students, staff, and families - [Statement of Commitment to Equity and Action Plan for YCS](#).

Modes of Instruction: Our YCS students will begin their 2020-21 school year on Tuesday, September 8, 2020. All K-8 students will attend school Monday through Thursday in the mode of instruction that their parents chose for them – In-Person, Remote, or Fully Online. Fridays are designed for independent PBL Equity Days where our students' work on individual projects focused on cultivating their genius and generating their energy in freedom dreaming experiences such as storytelling, quick writes, and other creative ways of expanding their knowledge about deep equity work in the areas of excellence, voice and access. We are not taking attendance on Fridays. High school students will begin the year receiving all of their content area instruction remotely regardless if they are receiving instruction in any of our three modes of instruction: In-Person, Remote, or Fully Online. Our HMH Anywhere curriculum allows us to teach our students at any setting. For example: An English teacher may be teaching in-person but can also have students in her class that are learning remotely or fully online. The curriculum allows us the required flexibility to make this happen for our students.

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student work. Grades 6-8 students attend In-Person Instruction 2 days per week (M and T) at YCMS and work remotely with their teachers 2 days per week (W and TH). Fridays are designed for independent PBL Equity student work. Grades 9-12 students attend In-Person Instruction 2 days per week (W and TH) at YCMS and work remotely with their teachers 2 days per week (M and T). Fridays are designed for independent PBL Equity student work.

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The district is also working closely with the Collaboration for Change team members to identify Community Learning Labs throughout Ypsilanti where YCS students can visit to have access to the Internet, academic and social emotional support, and tutoring throughout the day.

Document Public Comments:

There were no public comments in our Public Comments regarding the *Return to School Plan* for Ypsilanti Community Schools for the September 14, 2020 School Board Meeting.

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Document Public Comments:

There were no public comments in our Public Comments regarding the *Return to School Plan* for Ypsilanti Community Schools for the September 14, 2020 School Board Meeting.

Review Weekly 2-Way Interaction Rates

October 2020	All Students
Week 1	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Tuesday, October 5 and ending on October 9, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>87.67% Attendance according to Powerschool</i> • <i>92.77% for our 2-Way Interactions Rates according to Powerschool</i>
Week 2	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Monday, October 12 and ending on October 16, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>_____ Attendance according to Powerschool</i> • <i>_____ for our 2-Way Interactions Rates according to Powerschool</i>
Week 3	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Monday, October 19 and ending on October 23, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>_____ Attendance according to Powerschool</i> • <i>_____ for our 2-Way Interactions Rates according to Powerschool</i>
Week 4	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Monday, October 26 and ending on October 30, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>_____ Attendance according to Powerschool</i>

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| | <ul style="list-style-type: none">• _____ <i>for our 2-Way Interactions Rates according to Powerschool</i> |
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REGULAR MEETING Agenda | Electronic Meeting VIA GOOGLE HANGOUTS; see "IMPORTANT MESSAGE(S) REGARDING THIS MEETING" (Monday, September 14, 2020)

Generated by Alena Zachery-Ross on Friday, September 25, 2020

Members present

Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

Meeting called to order at 6:31 PM

1. IMPORTANT MESSAGE(S) REGARDING THIS ELECTRONIC MEETING

Information: A. Electronic Meeting (via Google Hangouts) In Accordance with Governor's Executive Orders; COVID-19

Information: B. Electronic Meeting Guidelines

2. CALL TO ORDER & ROLL CALL OF BOARD MEMBERS PRESENT: Dr. Celeste Hawkins, Board President

3. PLEDGE OF ALLEGIANCE: Dr. Celeste Hawkins, Board President

4. *ACHIEVEMENT, AWARDS & RECOGNITION - delete if none

Recognition: A. Recognition of Ypsilanti Community Schools Staff Members

5. ACCEPTANCE OF AGENDA

Action: A. Acceptance of Agenda

... MOVE THAT the Board of Education accept the agenda, as presented.

Motion by Meredith Schindler, second by Gillian Ream Gainsley.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

6. PRESENTATIONS

Presentation: A. Extended COVID-19 Learning Plan

Information, Presentation: B. "Watch Me Grow" Proposal

7. PUBLIC COMMENTS #1: Electronic Participation

Patty Smith thanked the district for being amazing and respectful of teachers' concerns and voice.

Information: A. Guidelines for Public Comment

8. CONSENT AGENDA

Action (Consent): A. Consent Agenda

Resolution: xx ... MOVE THAT the Board of Education approve the: 1) August 10, 2020, Regular Meeting Minutes, and ... 2) personnel matters as per the presented list dated 09/08/20; New Hires, Resignations, and Retirement.

xx ... MOVE THAT the Board of Education approve the:

1) August 10, 2020, Regular Meeting Minutes, and ...

2) personnel matters as per the presented list dated 09/08/20; New Hires, Resignations, and Retirement.

Motion by Meredith Schindler, second by Gillian Ream Gainsley.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

9. ACTION ITEMS: Student Affairs

Action: A. Extended COVID-19 Learning Plan Goals: Dr. Carlos Lopez, Assistant Superintendent

... MOVE THAT the Board of Education approve the presented Extended COVID-19 Learning Plan Goals for the 2020-21 school year.

Motion by Meredith Schindler, second by Ellen Champagne.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

10. xx ACTION ITEMS: Business/Finance

Action: A. Price Quote from Illuminate Education: Dr. Carlos Lopez, Assistant Superintendent
... MOVE THAT the Board of Education approve the presented invoice for Illuminate Education for \$24,499.02.

Motion by Gillian Ream Gainsley, second by Maria Sheler-Edwards.
Final Resolution: Motion Carries
Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

Action: B. Price Quote with Houghton Mifflin Harcourt: Dr. Carlos Lopez, Assistant Superintendent
... MOVE THAT the Board of Education award, as presented, the purchase of student and staff software licenses and resources to Houghton Mifflin Harcourt, for an amount of \$170,400.

Motion by Gillian Ream Gainsley, second by Maria Sheler-Edwards.
Final Resolution: Motion Carries
Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

Action: C. Price Quote with The Varlis Institute, Inc. for YPSI Lab School: Dr. Carlos Lopez, Assistant Superintendent
... MOVE THAT the Board of Education approve, as presented, the purchase of services from The Varilis Institute, Inc., for an amount of \$123,655.

Motion by Maria Sheler-Edwards, second by Meredith Schindler.
Final Resolution: Motion Carries
Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

11. xx ACTION ITEMS: Other

Action: A. Board Policy #3362, Title IX
...Move that the Board of Education adopt Board Policy #3362, Title IX.

Motion by Meredith Schindler, second by Gillian Ream Gainsley.
Final Resolution: Motion Carries
Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

Action: B. Board Policy #4362, Title IX Professional Staff
...Move that the Board of Education adopt Board Policy #4362.02,

Motion by Meredith Schindler, second by Gillian Ream Gainsley.
Final Resolution: Motion Carries
Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

Action: C. RESOLUTION: Grant Emergency Powers to the Superintendent: Alena Zachery-Ross, Superintendent
... MOVE THAT the Board of Education adopt the Resolution to Grant Emergency Powers to the Superintendent, as presented.

Motion by Meredith Schindler, second by Ellen Champagne.
Final Resolution: Motion Carries
Aye: Dr Celeste Hawkins, Maria Sheler-Edwards, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler

12. DISCUSSION

13. PUBLIC COMMENTS #2: Electronic Participation
Information: A. Guidelines for Public Comment

14. OTHER

15. BOARD/SUPERINTENDENT COMMENTS

Superintendent Zachery-Ross acknowledged the staff, union leadership, building leaders, food service, human resources, transportation, the EL team, website team, executive cabinet and cabinet for being creative, innovative and dedicated to our students. Superintendent Zachery-Ross also acknowledged donations from the GIFTS foundation and Costco for backpacks with supplies. She also acknowledged the Ypsi mask projects for their donations, Walmart for a \$1,500 donation and the ACCE donation of \$30,000.

Superintendent Zachery-Ross also acknowledged Taryn Willis and Aaron Rose for working together regarding flu shots and the Ann Arbor pharmacy.

Trustee Gainsley also shared that parenting and work during the first week went really well. Although this is not where anyone of us want to be, teachers have been amazing and have been well prepared. Students are very engaged. She expressed her appreciation for all of the teachers for the online and remote learning. She was also very glad that in person is going well.

President Hawkins also echoed the Superintendent's remarks. She expressed her deep appreciation for our amazing and dedicated YCS staff. She expressed her relief for a great start under these uncertain circumstances. A huge thank you. We appreciate all of our YCS family. We say thank you to all of our YCS donors and partners. A special thank you to Trustee Schindler for stepping in as secretary for this evening.

16. ADJOURNMENT OF MEETING

Sharon Lee
Secretary, Board of Education

Board of Education

Name	Location	Position	New Position Replacement
New Hire			
Almeida, Stacie	ECA, WAVE, WIMA/WIHI	Spec Ed Social Worker	Replacement
Bailey, Erika	Holmes	3rd Grade	Replacement
Combs, Rebecca	Beatty	Lead Pre School Teacher	Replacement
Jenson, Arthur	Middle School	Paraprofessional	Replacement
Johansson, Steven	High School	RCTC Auto Mechanic	Replacement
Lonick, Cindi	District	BCBA Spe Ed Teacher	New Position
Reynolds, Kimberly	YIES	4th Grade	Replacement
Resignations			
Dulaney, Keshia	Transportation	Bus Driver	
Jackson, Shanae	Transportation	Bus Monitor	
King, Mary Jo	Transportation	Bus Monitor	
Lindsey, Kendra	District	Food Service	
Mayer, Jonathan	High School	Manufacturing Teacher	
Mcmillian, Charnise	District	Food Service	
Mills, Emily	Middle School	ELA Teacher	
Myers, Houston	District	Food Service	
Roxas, Norman	High School - RCTC	Auto Machanic Teacher	
Smith, Patricia	High School	Spec Ed Teacher	
White, Patrick	High School	Social Studies	
		Prepared by Lois Nowling	
		10/1/2020	

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

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As we enter the 2020-21 school year, we are committed to offering all of our students and families three viable options: [In-Person](#), [Remote](#), and [Fully Online](#). We are also committed to putting the structures, systems, routines, and procedures that will ensure that our diverse student population is engaged and achieving under these three modes of instruction. As a result, we are committed to an equity plan that focuses on deep equity work around excellence, voice and access for all.

The [Extended COVID-19 Learning Plan](#) is necessary at YCS to increase student engagement and achievement for the 2020-21 school year because we are in the middle of a Global Pandemic that has significantly impacted the lives of our students, families and staff. The trauma caused by this pandemic has created significant mental health and academic gaps that have negatively impacted student learning. The racial divide and the significant impact of supporters of the Black Lives Matter movement have also created a National Platform that has brought RACE to the forefront of our National Agenda. No longer will people stand silently witnessing hatred, racism, oppression, and the victimization of a group of our citizens just because of the color of their skin. As we move forward, we at YCS will always lead from an equity lens. We are committed to the continuation of deep equity work around excellence, voice, and access for all students, staff, and families - [Statement of Commitment to Equity and Action Plan for YCS](#).

Modes of Instruction: Our YCS students will begin their 2020-21 school year on Tuesday, September 8, 2020. All K-8 students will attend school Monday through Thursday in the mode of instruction that their parents chose for them – In-Person, Remote, or Fully Online. Fridays are designed for independent PBL Equity Days where our students' work on individual projects focused on cultivating their genius and generating their energy in freedom dreaming experiences such as storytelling, quick writes, and other creative ways of expanding their knowledge about deep equity work in the areas of excellence, voice and access. We are not taking attendance on Fridays. High school students will begin the year receiving all of their content area instruction remotely regardless if they are receiving instruction in any of our three modes of instruction: In-Person, Remote, or Fully Online. Our HMH Anywhere curriculum allows us to teach our students at any setting. For example: An English teacher may be teaching in-person but can also have students in her class that are learning remotely or fully online. The curriculum allows us the required flexibility to make this happen for our students.

- **In-Person Instruction** will be provided to students in grades TK-5 by our instructional staff four days per week (M-TH) at Estabrook Elementary School. Fridays are designed for independent PBL Equity

student work. Grades 6-8 students attend In-Person Instruction 2 days per week (M and T) at YCMS and work remotely with their teachers 2 days per week (W and TH). Fridays are designed for independent PBL Equity student work. Grades 9-12 students attend In-Person Instruction 2 days per week (W and TH) at YCMS and work remotely with their teachers 2 days per week (M and T). Fridays are designed for independent PBL Equity student work.

- **Remote Learning** will be provided to students in grades PreK-12 by our instructional staff 4 days per week (M-TH) via distance learning by our instructional staff using the Flipped Learning Model (A Blended Learning Instructional Model where student voice is honored, respected, and encouraged). The Flipped Learning Model is a student-centered approach to learning that aims in helping students to stay engaged and take responsibility for being more self-directed. Fridays are designed for independent PBL Equity student work.
- **Fully Online** will be provided to students in grades PreK-12 by our instructional staff four days per week (M-TH) via distance learning by our instructional staff using the Flipped Learning Model (A Blended Learning Instructional Model where student voice is honored, respected, and encouraged). The Flipped Learning Model is a student-centered approach to learning that aims in helping students to stay engaged and take responsibility for being more self-directed. Fridays are designed for independent PBL Equity student work. The flexibility of this option is that students can complete the school work independently 24/7 at their leisure. The student is not required to log in to live sessions.

The district is also working closely with the Collaboration for Change team members to identify Community Learning Labs throughout Ypsilanti where YCS students can visit to have access to the Internet, academic and social emotional support, and tutoring throughout the day.

Document Public Comments:

There were no public comments in our Public Comments regarding the *Return to School Plan* for Ypsilanti Community Schools for the September 14, 2020 School Board Meeting.

Review Weekly 2-Way Interaction Rates

October 2020	All Students
Week 1	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Tuesday, October 5 and ending on October 9, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>87.67% Attendance according to Powerschool</i> • <i>92.77% for our 2-Way Interactions Rates according to Powerschool</i>
Week 2	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Monday, October 12 and ending on October 16, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>_____ Attendance according to Powerschool</i> • <i>_____ for our 2-Way Interactions Rates according to Powerschool</i>
Week 3	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Monday, October 19 and ending on October 23, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>_____ Attendance according to Powerschool</i> • <i>_____ for our 2-Way Interactions Rates according to Powerschool</i>
Week 4	<p><i>Our District Weekly 2-Way Interaction Rates for the Week of Beginning on Monday, October 26 and ending on October 30, 2020 was...</i></p> <ul style="list-style-type: none"> • <i>_____ Attendance according to Powerschool</i>

- | | |
|--|---|
| | <ul style="list-style-type: none">• _____ for our 2-Way Interactions Rates according to Powerschool |
|--|---|

Book	Policy Manual
Section	5000 Students
Title	COVID-19 Remote Attendance Policy
Code	po5000-01
Adopted By Superintendent	September 25, 2020
Adopted By Board of Education	October 12, 2020

3362.01- COVID-19 REMOTE ATTENDANCE POLICY FOR THE 2020-21 SCHOOL YEAR

The Board of Education as an agency of the State is required to enforce the regular attendance of students. The Board recognizes that the presence in the remote classroom enables the student to participate in instruction, class discussions, and other related activities. As such, regular attendance and classroom participation are integral to instilling incentives for the student to excel. At YCS, any student that meets with a teacher for remote instruction and directions meets the regular student attendance requirement for the 2020-21 school year. Attendance need not always be within the school facilities, but a student will be considered to be in attendance if there is a meaningful exchange between the teacher and student at any location where school is in session by authority of the Board. In addition, for the duration of the 20-21 school year, student absences will be treated as excused absences.

YCS will use the following attendance codes to mark remote learners daily attendance:

- Remote Learning Present - RLP
- Remote Learning Absent - RLA
- New Student Entry Date - D1



Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

Delegate/Partner Contract For The Provision of Head Start Services

I. AGREEMENTS

This agreement is entered into as of the 1st day of July 2020 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 48197** (hereinafter referred to as the "delegate") with regard to the following facts:

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, 2020 and ends on June 30, 2021, 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 \$1,891,329.00 for all services rendered. 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 **\$378,265** 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, 2021.
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, 2020 (for the 2020-2021 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, 2021 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. Classrooms may not open without a qualified Lead Teacher.

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.
- HighScope for Preschool shall be employed.
 - COR Advantage online shall be utilized for ongoing child assessments. (Sufficient evidence will be input into the COR 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. First Home Visits should take place prior to students first day when possible.
 - 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.

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

For the 2020-2021 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 if 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

Naomi Norman
WISD Interim Superintendent

Date

Alan Oman
WISD Executive Director of Early Childhood Programs

Date

Ginelle Skinner
Assistant Director of Early Childhood Programs

Date

Priya Nayak
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, 2021)
- Budget and Narrative to be submitted into GABI February 15, 2021 (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: _____

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

**RESOLUTION AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF
YPSILANTI COMMUNITY SCHOOLS
2020 REFUNDING BONDS, SERIES B**

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

A regular meeting of the board of education of the Issuer (the "Board") was held:

- in the _____, within the boundaries of the Issuer,
- electronically through _____ with identification number _____

on the 12th day of October, 2020, at ____ o'clock in the __.m. (the "Meeting")

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS:

1. Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act"), permits the Issuer to refund all or part of its bonded indebtedness; and
2. The Issuer has received a proposal from its financial consultant to refund all or part of that portion of the Issuer's outstanding Amended and Restated 2012 District Note, dated August 20, 2013, issued in the original principal amount of \$18,871,900, that is due and payable August 1, 2021 through August 1, 2026, inclusive (the "Prior Obligations"), which Prior Obligations were issued by the Issuer to the Michigan Finance Authority (the "Authority"); and
3. The Board determines that it is in the best interest of the Issuer to consider refunding the Prior Obligations; and
4. The Issuer determines that it is in its best interests to issue its refunding bonds to the Authority in order to refund all or a portion of the Prior Obligations; and
5. The Issuer has requested that the Authority issue its bonds in order to provide the Authority with funds to purchase the Issuer's refunding bonds; and
6. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bonds of the Issuer designated 2020 Refunding Bonds, Series B (General Obligation - Limited Tax) (the "Bonds") be issued in the aggregate principal amount of not to exceed \$11,200,000, as finally determined by the Issuer's Superintendent of Schools or the Director of Business and Finance (each an "Authorized Officer"), upon sale thereof, for the purpose of refunding all or a portion of the Prior Obligations. The Bonds shall be dated the date of delivery, or such other date as established by an Authorized Officer at the time of sale; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined by an Authorized Officer upon sale, payable on August 1, 2021, or such other date as may be established at the time of sale, and semiannually thereafter on August 1 and February 1 in each year; and shall mature on August 1 in each year to be subsequently determined by an Authorized Officer, in the final principal amounts determined upon sale and may be subject to optional redemption, mandatory redemption, and/or extraordinary mandatory redemption as determined by an Authorized Officer, in the amounts, at the times, in the manner, and at the prices determined upon sale of the Bonds.

2. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds.

3. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof.

4. The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by an Authorized Officer at the time of sale (herein called the "Paying Agent"), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

5. If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

6. The President and Secretary are authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is authorized and directed to cause said Bonds to be delivered to the Authority upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

7. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2020 REFUNDING BOND DEBT RETIREMENT FUND (hereinafter referred to as the “DEBT RETIREMENT FUND”), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

The Issuer irrevocably pledges to make the annual principal and interest payments on the Bonds beginning with the fiscal year 2020-2021, and during each fiscal year for which a budget is adopted, the first budget obligation within its authorized millage and other available funds until such time as the principal and interest on the Bonds have been paid in full. The Issuer further covenants and agrees to make payments on the Bonds in accordance with their terms, as well as any Multi-Year Repayment Agreement, and/or any Financing Agreement entered into by the Issuer and the Authority.

Commencing with the 2020 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. The Issuer pledges its limited tax full faith and credit for the payment of the principal and interest on the Bonds, payable from ad valorem taxes which will be levied within the authorized constitutional and statutory tax rate limitations of the Issuer for such purposes and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of state aid notes, lines of credit or tax anticipation notes heretofore or hereafter issued. The Issuer reserves the right to issue additional bonds of equal standing, subject to any limitations imposed by law and/or by any Bond Purchase Agreement, Multi-Year Repayment Agreement, Financing Agreement, and/or State Aid Pledge Agreement entered into by the Issuer.

Because the Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional or statutory tax rate limitations, the Bonds will be limited tax general obligations of the Issuer, and, if tax collections are insufficient to pay the principal of or interest on the Bonds when due, the Issuer pledges to use any and all other resources available for the payment of the Bonds, including state school aid, if available.

8. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Obligations set forth in the Bond Purchase Agreement. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be

set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2020 BOND ISSUANCE FUND (hereinafter referred to as the “BOND ISSUANCE FUND”). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

9. The balance of the proceeds of the Bonds, together with any moneys transferred at the time of closing of the Bonds from the debt retirement fund for the Prior Obligations or the Issuer’s General Fund, may be invested in direct obligations of the United States of America, or obligations, the principal and interest of which are unconditionally guaranteed by the United States of America; or other obligations the principal and interest of which are fully secured by the foregoing (the “Escrow Funds”), and used to pay principal and interest on the Prior Obligations. The Escrow Funds shall be held by an escrow agent (the “Escrow Agent”) in trust pursuant to an escrow agreement (the “Escrow Agreement”) which shall irrevocably direct the Escrow Agent to take all necessary steps to call any Prior Obligations specified by an Authorized Officer upon sale of the Bonds for redemption, including publication and mailing of redemption notices, on the earliest date specified by an Authorized Officer that the respective series of Prior Obligations may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal and interest on the Prior Obligations as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Funds, any amounts remaining in the debt retirement fund for the Prior Obligations shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

10. An Authorized Officer, subject to final approval of the Board, is authorized to select an Escrow Agent to serve under the Escrow Agreement.

11. The Bonds shall be in substantially the form attached hereto and incorporated herein as Exhibit A.

12. An Authorized Officer is authorized to negotiate and execute a Bond Purchase Agreement with the Authority, subject to the requirements of paragraph 15 below. The Authority shall select an underwriter or underwriters for the refunding transaction. Based upon information provided by the Issuer’s financial consulting firm, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions and flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Prior Obligations.

13. An Authorized Officer is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

14. An Authorized Officer, or designee if permitted by law, is authorized to:

- a. If required by the Authority, enter into, execute and deliver a Multi-Year Repayment Agreement between the Issuer and the Authority, or an amendment or addendum to the existing Multi-Year Repayment Agreement between the Issuer and the Authority.
- b. If required by the Authority, enter into, execute and deliver a State Aid Pledge Agreement between the Issuer and the Authority, or an amendment

or addendum to the existing State Aid Pledge Agreement between the Issuer and the Authority.

- c. If required by the Authority, enter into, execute and deliver a Financing Agreement between the Issuer and the Authority, or an amendment or addendum to the existing Financing Agreement between the Issuer and the Authority.
- d. If required by the Authority, enter into, execute and deliver one or more Tax Intercept Agreements, or an amendment or addendum to any existing Tax Intercept Agreements, among the Issuer, the Authority, the Issuer's local taxing units that collect tax revenues on behalf of the Issuer, and a depository.
- e. File with the Michigan Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- f. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- g. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

15. An Authorized Officer's authorization to accept and execute a Bond Purchase Agreement with the Authority is subject to the following parameters:

- a. the Underwriter spread shall not exceed \$12.50 per \$1,000 (1.25%); and
- b. the average true interest rate on the Bonds shall not exceed 3%; and
- c. the present value savings from the refunding shall not be less than 2% of the par of the Prior Obligations; and
- d. the receipt of express written recommendation of the Issuer's financial consulting firm identified herein to accept the terms of the Bond Purchase Agreement.

16. An Authorized Officer is authorized to accept and execute a Bond Purchase Agreement with the Authority, and is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Authority in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

17. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Director of Business and Finance and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

18. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

19. Thrun Law Firm, P.C., is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Further, Thrun Law Firm, P.C., has informed this Board that it represents no other party in the issuance of the Bonds. Thrun Law Firm, P.C. represents the Authority in matters unrelated to the issuance of the Bonds. The Board waives any conflict of interest that could be asserted by virtue of Thrun Law Firm, P.C.'s representation of the Authority in such other unrelated matters.

20. The financial consulting firm of PFM Financial Advisors LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

21. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

22. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, 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 the Meeting, 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).

Secretary, Board of Education

MDG/baf

EXHIBIT A

**[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WASHTENAW
YPSILANTI COMMUNITY SCHOOLS
2020 REFUNDING BOND, SERIES B
(GENERAL OBLIGATION - LIMITED TAX)**

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

YPSILANTI COMMUNITY SCHOOLS, COUNTY OF WASHTENAW, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on _____, 2021, and semiannually thereafter on the first day of _____ and _____ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$_____ issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and resolutions duly adopted by the Board of Education of the Issuer on October 12, 2020 and _____, 2020, for the purpose of refunding all or a portion of certain prior obligations of the Issuer.

The limited tax, full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable primarily from ad valorem taxes, which will be levied within the authorized constitutional and statutory tax rate limitations of the Issuer and an irrevocable appropriation of a sufficient amount of such taxes will be made each year as a first operating budget obligation for the payment of the principal of and interest on the Bonds as due, subordinate only to any first liens on said funds pledged for the payment of state aid notes, lines of credit or tax anticipation notes heretofore or hereafter issued and, if taxes are insufficient to pay the Bonds when due, the Issuer has pledged to use any and all other resources available for the payment of the Bonds, including state school aid, if available. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its

constitutional or statutory tax rate limitations. The Issuer reserves the right to issue additional bonds of equal standing.

OPTIONAL REDEMPTION

The Bonds or portions of Bonds maturing on or after _____ 1, _____, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after _____ 1, _____, at par and accrued interest to the date fixed for redemption.

MANDATORY REDEMPTION

The Bonds maturing on _____ 1, _____, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
_____ 1, _____	\$
_____ 1, _____	
_____ 1, _____	
_____ 1, _____ (maturity)	

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof

and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, Ypsilanti Community Schools, County of Washtenaw, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2020, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

YPSILANTI COMMUNITY SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)
(City, State)
PAYING AGENT

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer
the Bond on the books kept for registration of the within Bond, with full power of substitution in
the premises.

Dated: _____

NOTICE: The assignor's signature to this
assignment must correspond with the name as it
appears upon the face of the within Bond in every
particular without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning
the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint
account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number
for first named transferee)

EXHIBIT B

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

**\$ _____
YPSILANTI COMMUNITY SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN
2020 REFUNDING BONDS, SERIES B
(GENERAL OBLIGATION - LIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Ypsilanti Community Schools, County of Washtenaw, State of Michigan (the “Issuer”), in connection with the issuance of its \$ _____ 2020 Refunding Bonds, Series B (General Obligation - Limited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on October 12, 2020 and _____, 2020 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2020.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 20___, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any

obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided, that any event other than those listed under Section 5(a)(1), (3), (4), (5), (9), (11) (only with respect to any change in any rating on the Bonds), (12) or (16) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

YPSILANTI COMMUNITY SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2020

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Ypsilanti Community Schools, Washtenaw County, Michigan
Name of Bond Issue: 2020 Refunding Bonds, Series B (General Obligation - Limited Tax)
Date of Bonds: _____, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

YPSILANTI COMMUNITY SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX B

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: Ypsilanti Community Schools, Washtenaw County, Michigan
Name of Bond Issue: 2020 Refunding Bonds, Series B (General Obligation - Limited Tax)
Date of Bonds: _____, 2020

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on _____. It now ends on _____.

YPSILANTI COMMUNITY SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Incurrence of a financial obligation of the Issuer or other obligated person
17. _____ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.

