



**Monday, July 11, 2022  
REGULAR MEETING**

**YCS Board of Education Meeting | YCS Central Office | 1885 Packard Road | Ypsilanti, MI 48197 |  
734.221.1230  
6:30 p.m.**

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

A. Roll Call of Board of Education Members

**2. PLEDGE OF ALLEGIANCE: Dr. Celeste Hawkins, Board President**

A. Pledge of Allegiance

**3. ACCEPTANCE OF AGENDA**

A. Acceptance of Agenda

**4. ACHIEVEMENTS, AWARDS & RECOGNITION**

A. Teacher of the Year 2022 - Lauren Fardig-Diop

B. Michigan School Business Officials Business Office Manager Certification - Barbara Boone

C. Michigan School Business Officials Certified Transportation Director Certification - Kimberly Searcy

D. Recognition of 2021-2022 Seal of Biliteracy Recipients

**5. PRESENTATIONS**

A. World Languages/EL Update

B. Clean School Bus Grant: Priya Nayak, Director of Business/Finance

**6. PUBLIC COMMENTS #1**

A. Guidelines for Public Comment

**7. CONSENT AGENDA**

A. Consent Agenda

**8. ACTION ITEMS: Student Affairs**

A. Approval for Annual Instructional Material

B. Acceptance of Educational Program Contracts

**9. ACTION ITEM: Human Resources**

A. Approval of the Reid-Willis Company Contract, 2022/23

**10. ACTION ITEMS: Business and Finance**

A. Acceptance of the YMCA/EMU Room 107 and 110 Chapelle Lease

B. Acceptance of YCHS Pool Restoration Change Order from Honeywell

C. Acceptance of the Resolution to Add the Additional 3 mills to Cover the Headlee Rollback for the November 2022 Election

D. Acceptance of AAATA 2022 Mileage

**11. PUBLIC COMMENTS #2**

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A. Guidelines for Public Comment

**12. DISCUSSION**

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A. Board of Education Subcommittee Reports

**13. BOARD/SUPERINTENDENT COMMENTS**

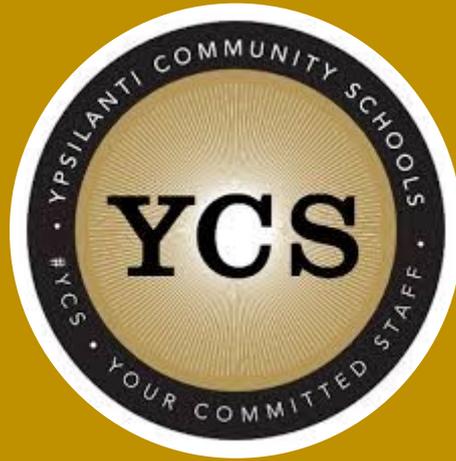
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A. Board/Superintendent Comments

**14. ADJOURNMENT OF MEETING**

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A. Adjournment of Meeting



World Language  
Changing Lives  
Transforming our Community

July 11, 2022  
Board of Education Update

# Transforming Lives - Connecting Cultures

## YCS

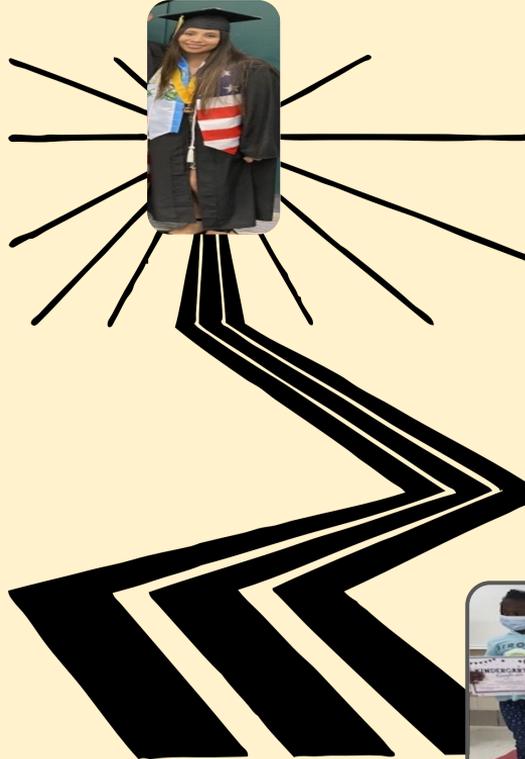
- **An enriching community filled with natural resources of a vibrant cultural expression**
- **A district committed to dismantling the status quo and honoring student voice**
- **Dynamic innovators offering cutting edge and rigorous education**
- **Multilingual staff offering Immersion and World Language programming**
- **A school district dedicated to the reimagining of the student's educational experience which honors each student's genius and individual talents and aspirations**



# Spanish Immersion, English Learner Development and World Languages at Ypsilanti Community Schools

## World Language and Immersion Mission

The mission of the YCS World Language program is to develop empowered, multilingual and culturally proficient students equipped to transform our global society.

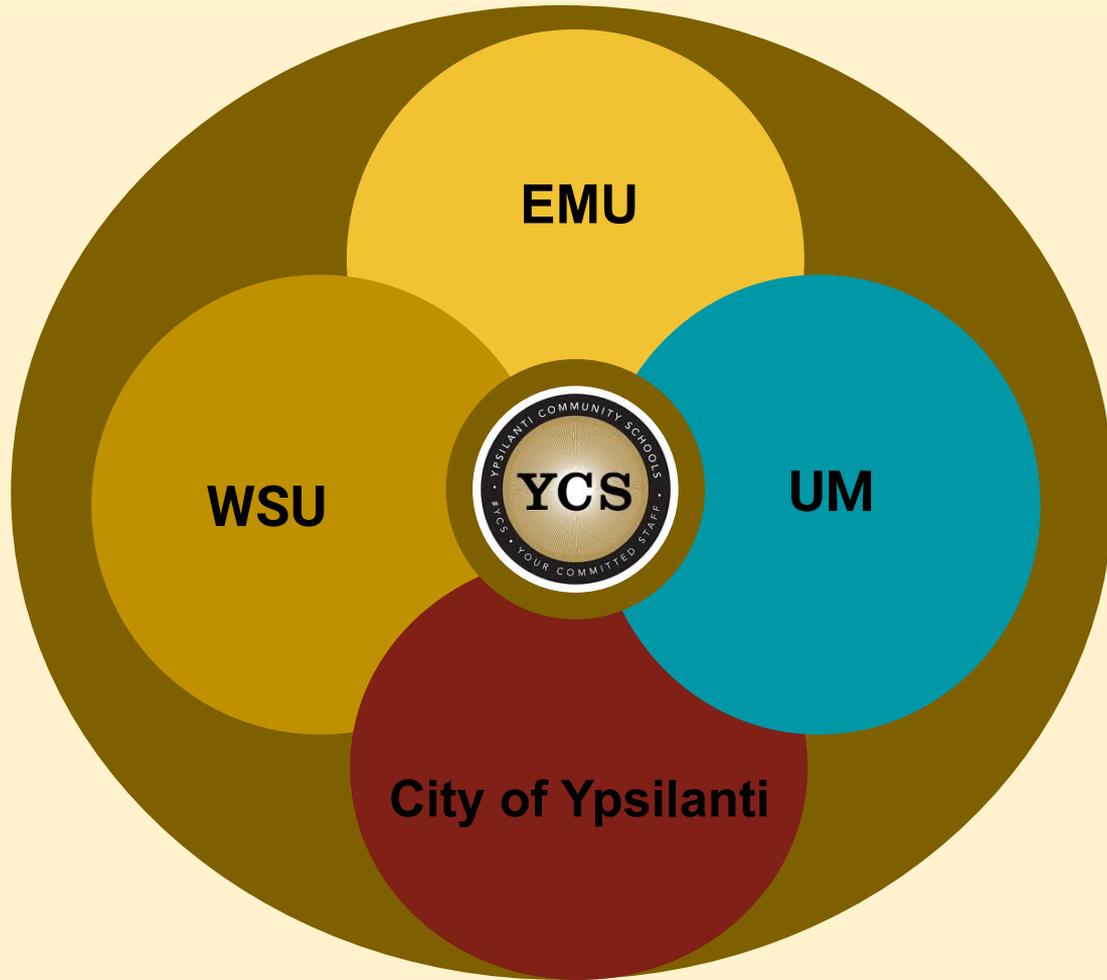


## EL Mission

The YCS EL department will establish and sustain a safe, caring and creative learning environment that guarantees an equal education opportunity to every student, challenging each student to reach their maximum potential.



# Powerful Partnerships



# Spanish Immersion & World Language 5 Year Plan

Actual  
for  
2021/22

Year 1

2021-22

Early Elem	Elementary	Middle School	High School
<p>1 Spanish Immersion kindergarten Ford ELC <i>1 teacher, 1 para</i></p> <p><u><a href="#">Our amazing scholars' progress!</a></u></p>	<p>4th grade 5th grade Spanish &amp; Cultural Studies</p> <p>Erickson Holmes Estabrook</p>	<p>6th grade Spanish 7th grade Spanish 8th grade Spanish</p> <p>YCMS</p> <div data-bbox="1016 707 1238 953" style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;"> <p><b>2 teachers were allotted Only 1 FTE hired for 21-22</b></p> </div>	<p>Spanish 1, 2, 3</p> <p>YCHS</p> <div data-bbox="1321 707 1562 953" style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;"> <p><b>Spanish 1 &amp; 2 only. Allotted .5 FTE, went unfilled</b></p> </div>

# Spanish Immersion & World Language 5 Year Plan

Year 2  
2022-23

Early Elem	Elementary	Middle School	High School	FTE needs
<p>1 Spanish Immersion kindergarten teacher Ford ELC, para</p> <p>1 Spanish Immersion 1st grade teacher Ford ELC, para</p> <p>1 Pre-K Spanish Immersion teacher Ford ELC, para</p>	<p>3rd, 4th, 5th grade Spanish &amp; Cultural Studies</p> <p>Erickson Holmes Estabrook</p> <p>Adding 3rd grade</p>	<p>6th grade Spanish</p> <p>7th grade Spanish</p> <p>8th grade Spanish</p> <p>YCMS</p> <p>Adding 1.0 World Language teacher</p>	<p>Spanish 1, 2, 3, 4</p> <p>Arabic 1 ASL online</p> <p>YCHS</p>	

# YCHS Growth

## Significant Growth 21/22: AC Tech, YSMC, ACCE

- ❖ **43 newly enrolled English Learners**; 38 with no English, 5 at a low-intermediate level
  - Majority entered after 2nd semester began, enrollment grew weekly.
  - 24 students arrived after having endured interrupted education; either missing a year of high school credits or having not attended school since their sixth grade year
- ❖ In contrast, 7 beginners enrolled 2019/2020 and 2 beginners enrolled 2020/2021
  - 2021/2022 saw a 95% increase in newcomer/beginner enrollment

### Current Needs:

- ❖ Two beginner classes to better support newcomers/low – impacted literacy vs. high beginner students
- ❖ Increased need for professional development for secondary general education teachers
- ❖ Co-teaching in history, science, and math based on EL student placement
- ❖ Credit recovery opportunities for students arriving deficient in credits
- ❖ Additional 1.0 FTE so there are 2 full time EL teachers at the the high school



# Embracing Our Community



## Newcomer Center: Ford & Estabrook

- **Building on Ford's growing focus on honoring our cultural and language diversity:**
  - **K-1 Newcomer Center will welcome WIDA Level 1 language learners August 2022**
  - **Enrollment will include 20 new speakers of English**
  - **One EL teacher and one paraprofessional**
- **Supporting Estabrook's EL Magnet School historical status:**
  - **2-5 Newcomer Center will welcome WIDA Level 1 Language learners August 2022**
  - **Enrollment will include 25 new speakers of English**
  - **One EL teacher and one paraprofessional**

# Seal of Biliteracy



## 2022 Recipients of the Seal of Biliteracy



Ibrahim

Abd-Rahman

Diego

Nixon

Dorian

Melissa

# Unapologetic Acceleration for Excellence

**The time is now to provide the academic acceleration our students deserve.**

**This is our call to action to open doors for our children's future.**

**This YCS initiative supports the following:**

- **Cultivating the genius our students bring to school every day**
- **Opening doors for our students' access to their widest career path**
- **Leading the county in innovation & rigor**
- **Elevating YCS to a highly competitive county status**
- **Building Student Global Awareness**
- **Expanding Cultural Proficiency**
- **Strengthening and Celebrating Community Connections**





## EPA's Clean School Bus Rebates

# Overview of the Bipartisan Infrastructure Law Clean School Bus Program

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Under **Title XI: Clean School Buses and Ferries**, the Bipartisan Infrastructure Law (BIL) provides **\$5 billion** over five years (FY22-26) for the replacement of existing school buses with clean school buses and zero-emission school buses.

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These new clean school bus replacements will produce either zero or low tailpipe emissions compared to their older diesel predecessors.

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School bus upgrades funded under this program will result in cleaner air on the bus, in bus loading areas, and in the communities in which they operate.

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The first funding opportunity under this program will be the 2022 Clean School Bus Rebates.

# EPA's Clean School Bus Program Goals

Engage	Engage stakeholders in program development
Evolve	Evolve the programs, as needed, based on successes and lessons learned
Promote	Promote cost parity between bus technologies
Allow	Allow school districts multiple opportunities to apply for funding
Maximize	Maximize the number of zero emission and clean buses that get funded
Ensure	Ensure a broad geographic distribution of awards

# Clean School Bus Program Available Funding

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Half of the \$5 billion total funding is dedicated for zero- emission school buses

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Half of the \$5 billion total funding is dedicated for clean and zero-emission school buses

# Why is EPA Running a Rebate Program?



Fastest funding program to develop



Quickest timeline fleets to receive funding



Straightforward rules - rebates are for bus replacements and infrastructure only



Streamlined application, selection, and funding processes

**\* EPA is exploring options for future grant programs and other funding opportunities.**

# Funding Pools and Number of Applications

School districts applying directly for funds may only submit one application to replace up to 25 buses. EPA will not fund multiple applications for bus replacements that will serve the same school district.

## \$500 Million in Available Funding for 2022 CSB Rebates

Zero Emission  
Funding Pool:

Applications  
**exclusively  
requesting  
zero- emission  
buses**

Clean School Bus Funding  
Pool:

Applications requesting  
**zero-emission, propane,  
and/or compressed  
natural gas (CNG) buses**

# Clean School Bus Rebate Timeline

Activity	Date
2022 CSB Rebates open. EPA begins accepting applications submitted via online form	May 2022 – August 2022
EPA reviews applications and begins the selection process	September 2022
EPA notifies applicants of selection status. Selectees can proceed with purchasing new buses and eligible infrastructure.	October 2022
Selectees submit Payment Request Forms with purchase orders demonstrating that new buses and eligible infrastructure have been ordered	Date of selection to April 2023
Project period deadline for selectees to receive new buses, install eligible infrastructure, replace old buses, and submit Close Out Form	October 2024

# Eligible Applicants

State and local governmental entities responsible for: 1) providing bus service to 1 or more public school systems; or 2) the purchase of school buses

Nonprofit School Transportation Associations

Indian Tribes, Tribal Organizations, or tribally controlled schools

Eligible Contractors

# Eligible Contractors

- Private school bus fleets cannot apply directly for funding under the 2022 CSB Rebates. However, any of the **eligible applicants can partner with a private fleet that owns and operates buses to replace buses that serve a school district under an active contract.**
- For example:
  - A bus dealer, Big Yellow Bus Sales, could apply to replace buses owned and operated by a private fleet, Safety-First Bus Company.
  - These buses serve Washington County School District under a contract.
  - When applying for funds, Big Yellow Bus Sales will need to list the private fleet that owns the buses and the school district served by the buses in the application.
  - If selected for funding, Big Yellow Bus Sales must pass rebate funds on to the private fleet via a point-of-sale discount on the new buses or other financial arrangement.
  - The buses must continue serving Washington County School District for at least 5 years from the date of delivery.

# Example 1: Bus Dealer Applying for Private Fleet

While

Partner

**Bus Dealer:**  
Yellow Bus Sales

Can apply to replace buses owned by

Bus dealer must list the **private fleet that owns the buses** and the **school district served by the buses** in the application.

**Private Fleet:**  
Safety-First Bus Company

Old buses serve

**Public School District:**  
Washington County School District (under contract)

If selected:

**Bus Dealer:**  
Yellow Bus Sales

Must pass funds to (e.g., via point-of-sale discount)

\*Buses must serve district for least 5 years

**Private Fleet:**  
Safety-First Bus Company

New buses serve\*

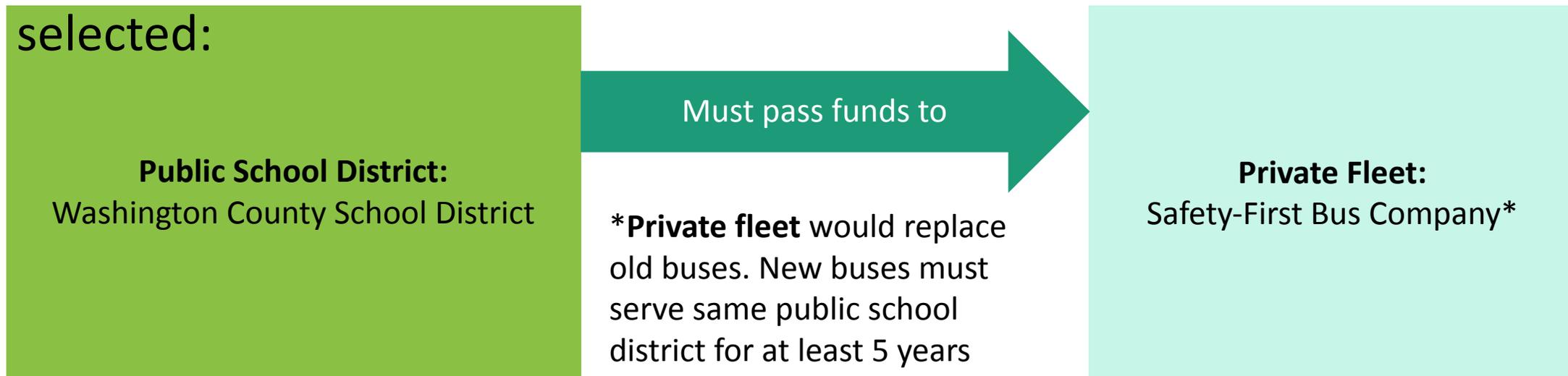
**Public School District:**  
Washington County School District (under contract)

## Example 2: School District Applying for Private Fleet Partner



If

selected:



# Prioritized Applicants

- The Bipartisan Infrastructure Law allows EPA to prioritize certain applicants.
- Applicants requesting funds to replace school buses that serve a school district that meets one or more of the **prioritization criteria** will be offered more funding per bus and receive preference in the selection process.
- EPA offers equal prioritization for school districts that meet one or multiple prioritization criteria.
- School districts that qualify under one or more of the prioritizations will be identified in **EPA's prioritized funding list.**

# Prioritization Criteria

## 1. High-need school districts and low-income areas

- School districts listed in the Small Area Income and Poverty Estimates (SAIPE) School District Estimates for 2020 as having **20% or more students living in poverty**
- School districts not listed in the SAIPE data, including most charter schools, **that self-certify as having 20% or more students living in poverty.** *EPA may ask for supporting documentation to confirm this self-certification.*
- School districts located in the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands

## 2. Rural school districts

- School districts identified with locale codes “43-Rural: Remote” and “42-Rural: Distant” by the National Center for Education Statistics (NCES)

## 3. Tribal school districts

- Bureau of Indian Affairs funded school districts and school districts that receive basic support payments for children who reside on Indian land

# School Bus Replacement Guidelines

- Buses eligible for replacement must be 2010 or older diesel-powered school buses that will be scrapped if selected for funding.
- If a fleet has no eligible 2010 or older diesel school buses and is requesting zero-emission school bus replacements, the fleet can either:
  - Scrap 2010 or older non-diesel internal combustion engine buses; or
  - Scrap, sell, or donate 2011 or newer internal combustion engine buses



# School Bus Replacement Guidelines, Contd,

Buses eligible for replacement must:

- Have a Gross Vehicle Weight Rating (GVWR) of 10,001 lbs. or more.
- Be operational at the time of application submission.
- Be owned by the fleet receiving the replacement bus.
- Have provided bus service to the school district for at least 3 days/week on average during the 2021/2022 school year at the time of applying.



# School Bus Replacement Guidelines



New replacement buses must:

- Have a battery-electric, CNG, or propane drivetrain.
- Be EPA certified vehicle model year 2021 or newer.
- Have a Gross Vehicle Weight Rating (GVWR) of 10,001 lbs. or more.
- Not be ordered prior to receiving official notification of selection for EPA funding.
- Be purchased, not leased or leased-to-own.

# School Bus Replacement Guidelines (Continued)



New replacement buses must:

- Serve the school district listed on the application for at least 5 years from the date of delivery.
- Meet federal safety standards and be maintained, operated, insured, registered, and charged/fueled according to manufacturer recommendations and state requirements.
- Not include an unvented diesel passenger heater.
- Not be funded with other federal funds.
- Upon request, be made available for inspection by EPA or its representatives for 5 years from the date of delivery.

# School Bus Replacement Funding

The maximum rebate amount per bus is dependent on:

- Bus Fuel Type
- Bus Size
- Whether the school district served by the buses meets one or more prioritization criteria

The table displays maximum funding levels. EPA will not disburse rebate funds in excess of the actual cost of the replacement bus and any costs above the maximum funding level are the sole responsibility of the applicant/awardee.

Maximum Bus Funding Amount per Replacement School Bus

School District Prioritization Status	Replacement Bus Fuel Type and Size					
	ZE – Class 7+	ZE – Class 3-6	CNG – Class 7+	CNG – Class 3-6	Propane – Class 7+	Propane – Class 3-6
Buses serving school districts that meet one or more prioritization criteria	\$375,000	\$285,000	\$45,000	\$30,000	\$30,000	\$25,000
Buses serving other eligible school districts	\$250,000	\$190,000	\$30,000	\$20,000	\$20,000	\$15,000

# Infrastructure Funding

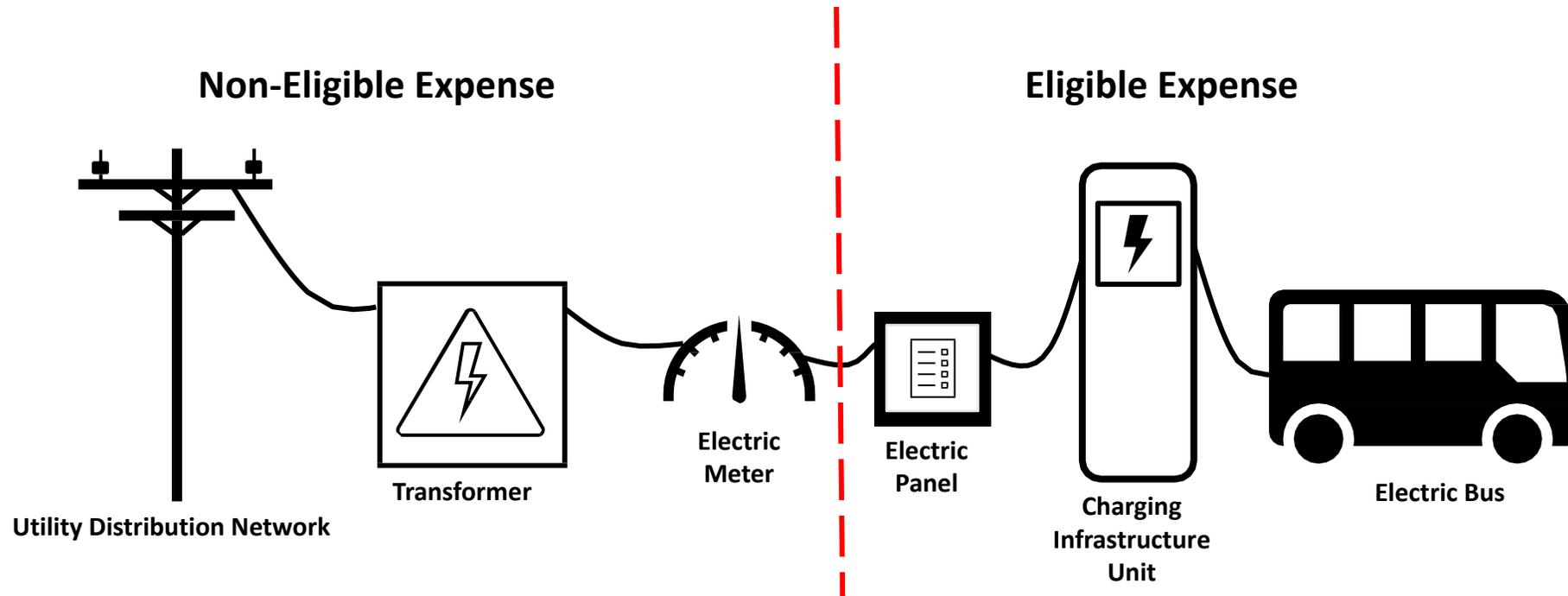
Talk to your utility now if you are interested in zero-emission buses!

This table displays the maximum funding levels. EPA will not disburse rebate funds in excess of the actual infrastructure costs.

School District Prioritization Status	ZE – Class 3+ Infrastructure Funding
Buses serving school districts that meet one or more prioritization criteria	\$20,000
Buses serving other eligible school districts	\$13,000

# Infrastructure Funding Restrictions

- EPA funding for infrastructure is limited to the fleet's side of the meter (as shown on the right side of the diagram).
- All Level 2 charging infrastructure purchased under this program must be [EPA ENERGY STAR certified chargers](#).
- EPA strongly recommends that all other charging infrastructure under this program be listed by a Nationally Recognized Testing Laboratory (NRTL).



# Application Process

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- Applicants must submit applications using EPA's Clean School Bus Rebate forms.
  - To apply, organizations must:
    1. Have an *active* System for Award Management (SAM.gov) entity registration
      - Note: SAM.gov is transitioning from using a DUNS number to having a new Unique Entity ID (UEI). Organizations applying for rebates must know their UEI.
    2. Have Points of Contact listed under their organization's SAM.gov entity registration in SAM.gov
- EPA will post a Questions and Answers document and anticipates updating the Q&A document every two weeks during the application period. Novel questions submitted to [CleanSchoolBus@epa.gov](mailto:CleanSchoolBus@epa.gov) during that period, including those from program webinars, will be added to this document.
- The application deadline will be in August- please check the website for exact date. *Late applications will not be accepted.*

# Selection and Notification

- Applications received by the deadline will be placed in a single ordered list using a random number generator lottery process.
- EPA will select applicants for funding, working from the top to the bottom of the list, until all funds are allocated from both the Clean School Bus and Zero Emission halves of funding.
- To ensure a broad geographic distribution of funds, EPA will select at least one application per state or territory provided there is at least one eligible application.
- Applicants not selected by lottery will remain in random number order on a wait list.

# Selectee Requirements

- EPA anticipates notifying applicants of their selection status within 60 days of the application deadline. Applicants that are selected for funding will receive an electronic status update that includes (1) that they have been selected for funding, (2) the maximum amount of funds that have been reserved for them, and (3) instructions on proceeding with the purchase of new buses and eligible infrastructure.
- After receiving notice of selection, selectees must submit an online **Payment Request Form** that includes an attached scan of the **purchase order(s) for the new school buses and eligible infrastructure within six months.**

*Selectees can request extensions to the project period deadline. EPA will review these requests on a case-by-case basis and may grant extensions if sufficient justification is provided.*

# Selectee Requirements

- Once selectees have received their new buses and eligible infrastructure and have replaced their old buses, they must submit an online Close Out Form. The **Close Out Form** must be submitted **within two years** of the date of the selection notification.
- The Close Out Form will require selectees to attach:
  - For old buses being scrapped, scrappage photos and letter for buses being replaced
  - For old buses eligible to be sold or donated, documentation of the vehicle sale or donation
  - A scan of the invoices for the new buses and eligible infrastructure
  - A scan of proof of delivery for the new buses and eligible infrastructure (e.g., dated bill of lading)
  - One photo of the exterior of each new bus, labeled with the last 4 digits of the bus VIN
  - One photo of each charging pedestal if EPA funds were used for charging infrastructure.
- Selectees must retain all financial records, supporting documents, accounting books and other evidence of Rebate Program activities for five years after delivery of the new buses. If any litigation, claim, or audit is started before the expiration of the five-year period, the recipient must maintain all appropriate records until these actions are completed and all issues resolved.

# Recap

- EPA anticipates awarding \$500 million in rebate funding for zero-emission and clean school buses.
- Don't forget to start on your SAM.gov registration!
- Initiate discussions with your utility now if you will apply for zero-emission buses.
- EPA expects to post the program guide and prioritized applicant list in early May.
- Online application period will open in May and close in August.



EV Bus Cost: \$430,000 / Bus

EV Bus Rebate: \$375,000 / Bus

District Cost : \$55,000 / Bus for 5 years

Replacement Cost for 10 Buses : \$550,000

No leasing Cost for next 4 years for the EV buses

Projected Fuel Savings with EV cost on average  
\$4,000/bus/year

All the infrastructure cost is covered by the EPA  
grant and DTE rebates.

What Questions might you have ?



## **REGULAR MEETING (Monday, June 20, 2022)**

*Generated by Julie Haines on Tuesday, July 5, 2022*

### **Members present**

Dr Celeste Hawkins, Gillian Ream Gainsley (arrived at 5:35 p.m.), Sharon Lee, Yvonne Fields (arrived at 5:38 p.m.), Maria Goodrich, Jeanice Townsend

### **Members absent**

Meredith Schindler

### **Meeting called to order at 5:33 PM**

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

Action: A. Roll Call of Board of Education Members

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

3. ACCEPTANCE OF AGENDA

Action: A. Acceptance of Agenda

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

Motion by Sharon Lee, second by Jeanice Townsend.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Sharon Lee, Maria Goodrich, Jeanice Townsend

4. PRESENTATIONS

Presentation: A. Community Violence Intervention by Officer Derrick Jackson

Officer Derrick Jackson, the Director of Community Engagement with the Washtenaw County Sheriff's Office, will present to the YCS Board of Education on the recommendations of the Community Violence Intervention Team. The people who were there to present were Derrick Jackson, Cherisa Allen, Gail Wolkolf, and Jamal Bufford, My Brother's Keeper Representative.

Click [here](#) to view the presentation.

Click [here](#) to view the recommendations.

Presentation: B. Preliminary Budget Recommendation: Priya Nayak, Director of Business/Finance

Director of Business & Finance Priya Nayak will give a presentation on a preliminary budget/finance recommendation in addition to the final budget amendment.

Click [here](#) to view the presentation.

5. PUBLIC COMMENTS #1

Information: A. Guidelines for Public Comment

Public Comment Protocol | Pursuant to Board of Education Policy 0167.3

\*The Board recognizes the value of public comment on educational issues and the importance of allowing members of the public to express their view.

\*Please limit statements to three (3) minutes duration.

\*Participants shall direct all comments to the Board and not to staff or other participants; no person may address or question Board members individually.

\*Remarks shall be made in a respectful and professional manner.

No comments.

6. CONSENT AGENDA

Action (Consent), Minutes, Report: A. Consent Agenda

Seeking Board approval of the presented meeting minutes and personnel matters; see attachments below.

Resolution: ... MOVE THAT the Board of Education approve the: 1) May 9, 2022, Regular Board Meeting Minutes 2) Personnel matters as per the presented list dated 6/20/22.

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

1) May 9, 2022, Regular Board Meeting Minutes

2) Personnel matters as per the presented list dated 6/20/22.

Motion by Sharon Lee, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

7. ACTION ITEM: Student Affairs

Action, Procedural: A. Acceptance of Field Trip Request: YCHS Marching Band Camp (Leonard, MI)

This proposal comes from Jonathan Genautis, YCHS Band Director. Students will learn drills and music for four songs that will be performed during the 2022 Marching Band season.

Click [here](#) to view the field trip request.

... MOVE THAT the Board of Education approve the week-long field trip of the Ypsilanti Community High School Marching Band program, in August 2022 to learn the 2022 marching band show.

Motion by Jeanice Townsend, second by Maria Goodrich.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: B. RESOLUTION: MHSAA Membership, 2022/23: Alena Zachery-Ross, Superintendent

It is recommended that the Board of Education approve this annual resolution for membership in the Michigan High School Athletic Association (MHSAA). This authorization shall be effective August 1, 2022 - July 31, 2023, during which the authorization may not be revoked.

Each school district which wishes one or more schools to participate in MHSAA tournaments and benefit from MHSAA services must schedule on its Board of Education agenda the adoption of the Membership Resolution. The Resolution should be signed in sufficient time to prevent a lapse in membership (before August 1st). A lapse in membership, even though only for a week, can create unnecessary problems should there be claims under the \$1,000,000 accident medical insurance plan or the concussion care gap insurance or if eligibility rulings are to be made during that period.

[Click here to view the resolution.](#)

... MOVE THAT the Board of Education approve the Resolution for Membership in the Michigan High School Athletic Association, effective August 1, 2022 - July 31, 2023.

Motion by Gillian Ream Gainsley, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

#### 8. ACTION ITEM: Human Resources

Action: A. Approval of Director of State and Federal Programs Contract: Sue McCarty, Director of Human Resources

The presented Director of State and Federal Programs Contract is provided for Board review. It is recommended that the Board approve the employment contract of Kacey Corbin.

...MOVE THAT the Board of Education approve the Director of State and Federal Programs Contract of Kacey Corbin with the commencement date of July 1, 2022.

Motion by Gillian Ream Gainsley, second by Maria Goodrich.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: B. Approval of Human Resource Coordinator Contract: Sue McCarty, Director of Human Resources

The presented Human Resource Contract is provided for Board review. It is recommended that the Board approve the employment contract of Sean Fisher.

...MOVE THAT the Board of Education approve the Human Resource Coordinator Contract of Sean Fisher with the commencement date of July 1, 2022.

Motion by Sharon Lee, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

#### 9. ACTION ITEMS: Business and Finance

Action: A. Millage Rates | L-4029s: Priya Nayak, Director of Business/Finance

Ypsilanti Community Schools is strictly a summer tax collection. Each year, the Debt millage must be calculated and approved by the District's Board of Education to accommodate the November and May Debt payment for the former districts of Willow Run Community Schools and Ypsilanti Public Schools. After approval of the Debt Millage, the L-4029s / 2022 Tax Rate Requests are sent to the townships of Superior and Ypsilanti as well as City of Ypsilanti in preparation of tax bills sent to taxpayers.

[Click here to view the Willow Run Tax Rate Request.](#)

[Click here to view the Ypsilanti Tax Rate Request.](#)

... MOVE THAT the Board of Education approve the millage rates of the 2022 Tax Rate Request / L-4029s, as presented, for Superior Township, Ypsilanti Township and the City of Ypsilanti.

Motion by Sharon Lee, second by Jeanice Townsend.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action, Recognition: B. RESOLUTION, 2021/22 Final Budget Amendment: Priya Nayak, Director of Business/Finance

The proposed final budget revision reflects the most current budget data available for the current fiscal year. The attached is the General Fund June Budget Amendment.

The Revenue and Expense has been revised to accommodate additional funding received from state and federal funding source.

Grant dates are for the period of July 1, 2021 - September 30, 2022.

[Click here to view the 2021-22 Final GF Amendment.](#)

[Click here to view the 2021-22 Final Food Service Fund Amendment.](#)

[Click here to view the 2021-22 Final Fund 29 Amendment.](#)

[Click here to view the 2021-22 Final Debt Fund - Willow Run Amendment.](#)

[Click here to view the 2021-22 Final Debt Fund - Ypsilanti Amendment.](#)

... MOVE THAT the Board of Education approve the attached resolution for the 2021/22 June final budget amendment.

Motion by Jeanice Townsend, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: C. RESOLUTION, 2022/23 Initial Budget: Priya Nayak, Director of Business/Finance

Michigan's Uniform Budgeting and Accounting Act requires the adoption of the budget before the new fiscal year begins. The proposed 2022/23 budget is built based on a number of assumptions. After the annual financial audit is completed, and after the Fall 2022 student enrollment data is available, a budget revision will be prepared to reflect the most current financial information and projections.

The budget impact is as detailed in the attached General Appropriations Resolution for fiscal year 2022/23.

[Click here](#) to view the 2022-23 Initial GF Proposal.

[Click here](#) to view the 2022-23 Initial Food Service Proposal.

[Click here](#) to view the 2022-23 Initial Fund 29 Proposal.

[Click here](#) to view the 2022-23 Initial Debt Fund - Willow Run Proposal.

[Click here](#) to view the 2022-23 Initial Debt Fund - Ypsilanti Proposal.

... MOVE THAT the Board of Education approve the attached 2022/23 General Appropriations Resolution.

Motion by Jeanice Townsend, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: D. RESOLUTION, State Aid Anticipation Note: Priya Nayak, Director of Business/Finance

A significant percentage of Michigan public school districts borrow funds for general operating purposes each year. This is necessary because the timing of the state aid does not match the timing of the school districts' cash outflow. Several years ago, the State stretched out the timing of its state aid payments from nine months to eleven months, slowing down school districts' revenue stream, and increasing their need to borrow funds.

It is recommended the Board approve the enclosed Thrun Law resolution, Resolution Authorizing Issuance of Notes in Anticipation of State School Aid (August 2022 Borrowing Through the Michigan Finance Authority), authorizing the issuance of up to \$5,000,000 of state aid anticipation notes through the Michigan Finance Authority's state aid anticipation program.

Note issuance and interest costs estimate: \$52,000 - \$75,000

[Click here](#) to view the resolution.

... MOVE THAT the Board of Education approve the Resolution Authorizing Issuance of Notes in Anticipation of State School Aid (August 2022 Borrowing Through the Michigan Finance Authority), authorizing the issuance of up to \$5,000,000 of state aid anticipation notes through the Michigan Finance Authority's state aid anticipation program.

Motion by Gillian Ream Gainsley, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: E. RESOLUTION, SBLF: Priya Nayak, Director of Business/Finance

School districts that participate in the State's school bond loan fund are required to annually determine if they are levying sufficient debt millage to repay the school bond loan program by their final mandatory repayment date. Submission of the enclosed resolution for the former Willow Run Community Schools is required by the Michigan Department of Treasury. August 1, 2022 is the deadline to return approved documents. The annual loan worksheet is also attached.

[Click here](#) to view the SBLF Resolution.

[Click here](#) to view the annual worksheet calculations.

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

Motion by Jeanice Townsend, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

Action: F. Approval of the UKG Time for School Software: Priya Nayak, Director of Business/Finance

YCS District Administration is seeking Board approval of the presented UKG Time for School quote. UKG Time for School (powered by UKG Ready) enables school districts to simplify and automate routine tasks, including Online HR onboarding, approving timesheets, correcting exceptions, responding to time-off requests, and managing extra duty with flexible workflows. A robust pay calculation engine, automated notifications, configurable reports, and real-time access to accurate time information help you minimize compliance risks and simply extra duty tracking. The purchase is for \$116,950.

[Click here](#) to view the UKG Tie for School software proposal.

...MOVE THAT the Board of Education accept, as presented, the UKG Time for School software proposal for \$116,950.00.

Motion by Yvonne Fields, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Sharon Lee, Yvonne Fields, Maria Goodrich, Jeanice Townsend

## 10. BOARD OF EDUCATION WORKSHOP

Discussion: A. Board of Education Values Work Continuation with Mary Kerwin

Discussion: B. Board of Education Goal Updates with Mary Kerwin

#### 11. PUBLIC COMMENTS #2

Information: A. Guidelines for Public Comment

Public Comment Protocol | Pursuant to Board of Education Policy 0167.3

\*The Board recognizes the value of public comment on educational issues and the importance of allowing members of the public to express their view.

\*Please limit statements to three (3) minutes duration.

\*Participants shall direct all comments to the Board and not to staff or other participants; no person may address or question Board members individually.

\*Remarks shall be made in a respectful and professional manner.

No comments.

#### 12. BOARD/SUPERINTENDENT COMMENTS

**Trustee Goodrich:** YCHS graduation was awesome. Congrats to everyone involved and to the graduates as well as the ECA and WAVE graduates.

**Trustee Townsend:** Did a great job on all graduations. She has the pool passes from Rutherford Pool. She will get them out to the Grizzly Learning Camp. Trying to get them mailed out or picked up at the pool.

**Trustee Gainsley:** GLC started today so thank you to everyone who made that happen.

**Dr. Zachery-Ross:** Thank you for participating in graduation and all the other activities even for the younger grades. Thank you for helping out with the first Boot on the Ground event at Normal Park. There are two more coming up quickly. There is still time to sign up for Grizzly Learning Camp. The Willow Run space is working well and is enabling all the other buildings to get cleaned efficiently and effectively. Big kudos to the tech, custodial, transportation, food service departments that had to get that up and running. An exciting summer with PDs planned, board retreat, administration retreat, etc, so there will be a lot of learning going on.

**Dr. Hawkins:** Congratulations to all the graduates, educators, and families and a reminder that it is Juneteenth and she is full of joy for all the celebrations.

#### 13. ADJOURNMENT OF MEETING

Meeting adjourned at 9:34 p.m.

Board of Education

Name	Location	Position
<b>New Hire</b>		
Adams, Paul	YIES/Homes	Media Specialist
Avery, Maddox	Middle School	ELA
Barbour, Emily	Perry	1st Grade
Beyer, Dana	ACCE	ELA
Cardona, Alison	YIES	Building Secretary
Cox, Kristina	Middle School	Math
Draine-Dale, Laquanda	Ford	Youn 5's
Elkins, Ellen	Erickson	4th Grade
Ferguson, Joshua	High School	Social Studies
Hawkins, Jackson	Middle School	Social Studies
Kelham, Hannah	ACCE	Music
Laporte, Connor	High School	Social Studies
Love, An'Johnette	District	Spec Ed - Social Worker
Love, Taylor	Holmes	Teacher
Prall, Jordan	ACCE	Art
Radelt, Morgana	Middle School	Science
Stewart, Henry	YIES	Custodian
Trejo, Lauren	District	Speech/Language
Winther, Emily	Erickson	1st Grade
<b>Resigned</b>		
Genova, Lisa	Estabrook	Teacher
Gompper, Maya	Erickson	Teacher
Harris, Hugh	Transportation	Bus Driver
Hart Browning, Joe Ella	Food Service	Food Service Worker
Hunnewell, Marjorie	District	Psychologist
Kadian, Samantha	Erickson	Teacher
Leffel-Jones, Lauren	ACCE	Teacher
Siyaj, Judi	Ford	Teacher
<b>Retirement</b>		
Masters, Cathy	Estabrook	Special Education Teacher
	6/29/2022	

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



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 10/01/2022
License End Date: 09/30/2025

Created Date: 09/27/2021
Quote Number: 00053959
Partner ID: 4029

Prepared By: Jeannie Oliver
Phone:
Email: jeannie.oliver@nwea.org

Contact Name: Alena Zachery-Ross
Phone: (734) 221-1230
Email: azacheryross7@ycschools.us

Bill To Name: Ypsilanti Community Schools
Bill To Address: Attn: ACCOUNTS PAYABLE
1885 Packard Road
Ypsilanti, MI 48197

Ship To Name: Ypsilanti Community Schools
Ship To Address: 1885 Packard Road
Ypsilanti, MI 48197

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include Year 1-3 and Subtotal for each year, showing MAP Growth K-12 pricing.

Quote Discount -\$31,050.00
Quote Subtotal \$115,575.00
Estimated Tax \$0.00
Grand Total \$115,575.00

Terms and Conditions

This Schedule A is subject to the Master Subscription Agreement attached hereto as Attachment 1 (the "Agreement"). By signing this Schedule A you agree to be bound by the terms of the Agreement. This Schedule A takes precedence over any conflicting terms in the Agreement.

Subscription Period: 3 Years. At the expiration of the Subscription Period noted herein, this Schedule will automatically expire.

Table with 2 columns: Subscription Period, Fee Schedule. Rows show 10/1/2022-9/30/2023, 10/1/2023-9/30/2024, 10/1/2024-9/30/2025, and Total Fees Due: \$115,575.

Subscriber will receive an invoice on the day the Subscription Period starts and will pay in accordance with the terms of the Agreement

Acc # 11.1227.3162.000.0000.0000.0000



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 10/01/2022
License End Date: 09/30/2025

Created Date: 09/27/2021
Quote Number: 00053959
Partner ID: 4029

Prepared By: Jeannie Oliver
Phone:
Email: jeannie.oliver@nwea.org

Contact Name: Alena Zachery-Ross
Phone: (734) 221-1230
Email: azacheryross7@ycschools.us

Bill To Name: Ypsilanti Community Schools
Bill To Address: Attn: ACCOUNTS PAYABLE
1885 Packard Road
Ypsilanti, MI 48197

Ship To Name: Ypsilanti Community Schools
Ship To Address: 1885 Packard Road
Ypsilanti, MI 48197

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. It lists three years of MAP Growth K-12 subscriptions with a subtotal for each year.

Quote Discount -\$31,050.00
Quote Subtotal \$115,575.00
Estimated Tax \$0.00
Grand Total \$115,575.00

Terms and Conditions

This Schedule A is subject to the Master Subscription Agreement attached hereto as Attachment 1 (the "Agreement"). By signing this Schedule A you agree to be bound by the terms of the Agreement. This Schedule A takes precedence over any conflicting terms in the Agreement.

Subscription Period: 3 Years. At the expiration of the Subscription Period noted herein, this Schedule will automatically expire.

Table with 2 columns: Subscription Period, Fee Schedule. It shows fees for three years (10/1/2022-9/30/2023, 10/1/2023-9/30/2024, 10/1/2024-9/30/2025) and a total fee due of \$115,575.

Subscriber will receive an invoice on the day the Subscription Period starts and will pay in accordance with the terms of the Agreement

Acct # 11.1227.3162.000.0000.00000.0000



# Client Order

Q-137752

530 Technology Dr Suite 100  
 Irvine, California 92618  
 (949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 6/21/2022  
 Valid Through: 7/15/2022  
 Prepared By: Heidi Aldrich  
 Start Date: 7/1/2022  
 End Date: 6/30/2025  
 Quote Term: 36

Customer: Ypsilanti Community Schools  
 Address: 1885 Packard Rd  
 Ypsilanti, Michigan 48197  
 Contact: Alena Zachery-Ross  
 Phone: 7342211218

Acct # 12.1125.3190.000.4850.00000.0000

Year 1 Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3,563	DnA Software License Bundle	Assessment Software Licenses	\$4.50	\$16,033.50
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$71.25	\$213.75
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$156.75	\$470.25
3,563	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.48	\$8,836.24
<b>Year 1 Subtotal:</b>				\$25,553.74
<b>Year 1 Grand Total:</b>				\$25,553.74

Year 2 Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3,563	DnA Software License Bundle	Assessment Software Licenses	\$4.50	\$16,033.50
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$71.25	\$213.75
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$156.75	\$470.25
3,563	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.48	\$8,836.24
<b>Year 2 Subtotal:</b>				\$25,553.74
<b>Year 2 Grand Total:</b>				\$25,553.74

Year 3 Dates: 7/1/2024 - 6/30/2025

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3,563	DnA Software License Bundle	Assessment Software Licenses	\$4.50	\$16,033.50
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$71.25	\$213.75
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$156.75	\$470.25

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3,563	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.48	\$8,836.24
			<b>Year 3 Subtotal:</b>	\$25,553.74
			<b>Year 3 Grand Total:</b>	\$25,553.74

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS \$5,000; merging instances or splitting instances \$10,000.

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

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

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

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

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

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

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



Date: 4/20/2022  
 Order Number: Q-436734  
 Revision: 1  
 Order Form Expiration Date: 10/2/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 133073  
 Customer Name: Ypsilanti Cmty School District  
 Billing Address: 1885 Packard Rd  
 Ypsilanti, MI 48197-1846

Products and Services

AT RISK Funding  
 12.1125.3450.000.3060.00000.0000

Ypsilanti Cmty School District

Products	Qty	License Start Date	License End Date	License Term (Months)
Apex Learning Courses: Unlimited enrollment subscription	400	10/3/2022	10/2/2025	36
<b>Ypsilanti Cmty School District Subtotal:</b>				<b>\$108,000.00</b>

<b>Subtotal:</b>	USD 108,000.00
<b>Estimated Tax:</b>	USD 0.00
<b>Total US Funds:</b>	USD 108,000.00

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

PO Due Date	Payment Due Date	Amount
Due at Time of Order	10/2/2022	USD 36,000.00
9/17/2023	10/2/2023	USD 36,000.00
9/17/2024	10/2/2024	USD 36,000.00
	<b>Total</b>	<b>USD 108,000.00</b>

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a Purchase Order with this Order Form covering the initial portion of the amount and you will submit future Purchase Orders based on the Invoicing and Payment Terms table and timely make corresponding payment(s) for the remaining amount(s) owed.

Customer Contact for Future Purchase Orders:  
 Name:

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 4/20/2022  
 Order Number: Q-436734  
 Revision: 1  
 Order Form Expiration Date: 10/2/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

Email Address: \_\_\_\_\_

**Acceptance**

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

Customer Signature: \_\_\_\_\_

Name (Printed or Typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | [www.edmentum.com](http://www.edmentum.com)





# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

Date 6/7/2022  
Quote No. 265237  
Acct. No. 03:yp:MI:12216251  
Total \$129,400.00  
Pricing Expires 9/5/2022

Administration Building  
Ypsilanti Community Schools  
1885 Packard Road  
Ypsilanti MI 48197

apinvoices@ycschools.us

Year 3/3 Contract

PREFERRED CUSTOMER DISCOUNT: 20% on student licenses

Payment Schedule	Contract Start	Contract End
	8/1/2022	7/31/2023

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Ypsilanti Community Schools						
	Imagine District-Wide Language and Literacy License for all students served within the district boundaries		07/31/2023	\$74,772.73	1	\$74,772.73
	Imagine Math District-Wide License for all students served within the district boundaries		07/31/2023	\$30,227.27	1	\$30,227.27
	Imagine Math Facts District-Wide License for all students served within the district boundaries		07/31/2023	\$9,600.00	1	\$9,600.00

12.1125.3190.000.4350,00000.0000

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

### Ypsilanti Community Schools

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Imagine Learning Representative

Andy Leonard  
Account Executive – Michigan  
313-510-6913  
andy.leonard@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.



# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

Date 6/7/2022  
Quote No. 265237  
Acct. No. 03:yp:MI:12216251  
Total \$129,400.00  
Pricing Expires 9/5/2022

Site	Description	Comment	End Date	Per Unit	Qty	Amount
	Professional Development Foundational Onsite Training Package - Imagine Learning - up to 40 educators per session. Package includes 2 onsite days comprised of up to 4 sessions of customer's choice.		07/31/2023	\$10,000.00	1	\$10,000.00

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Ford Early Learning Center	Imagine Español Reusable License		07/31/2023	\$120.00	40	\$4,800.00

<b>Subtotal</b>	\$129,400.00
<b>Total</b>	\$129,400.00



# Houghton Mifflin Harcourt

**Proposal #008421850**

Prepared For

## **Ypsilanti Cmty School District**

1885 Packard Rd  
Ypsilanti MI 48197

Attention:

Carlos Lopez  
clopez2@ycschools.us

For the Purchase of:

## **ELA Professional Services**

Prepared By  
Tammy Willey  
tammy.willey@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

12.1221.3120.000.7640.00000.0000

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Carlos Lopez  
clopez2@ycschools.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hnhco.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

# Proposal for Ypsilanti Cmty School District

ISBN	Title	Price	Quantity	Value of All Materials
<b><u>HMH Into Reading Version 1</u></b>				
<b>Professional Services</b>				
1730395 9781328593993	Getting Started: Introduction to Into Reading Version 1 K-6 Live Online 2-Hour	\$800.00	3	\$2,400.00
1730400 9781328594044	Into Reading Follow-Up Live Online 1-Hour Grades K-6 Version 1	\$400.00	216	\$86,400.00
<b>Total for Professional Services</b>				
<b><u>Total for HMH Into Reading Version 1</u></b>		<b>\$88,800.00</b>		
<b><u>HMH Into Literature Version 1</u></b>				
<b>Professional Services - Middle School</b>				
1730410 9781328594143	Getting Started: Introduction to Into Literature Version 1 6-12 Live Online 2-Hour Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature in their respective learning environments.	\$800.00	1	\$800.00
1730415 9781328594198	Into Literature Follow-Up Live Online 1-Hour Grades 6-12 Version 1	\$400.00	12	\$4,800.00
<b>Total for Professional Services - Middle School</b>				
<b>Professional Services - High School</b>				
1730410 9781328594143	Getting Started: Introduction to Into Literature Version 1 6-12 Live Online 2-Hour Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature in their respective learning environments.	\$800.00	1	\$800.00
1730415 9781328594198	Into Literature Follow-Up Live Online 1-Hour Grades 6-12 Version 1	\$400.00	12	\$4,800.00
<b>Total for Professional Services - High School</b>				
<b><u>Total for HMH Into Literature Version 1</u></b>		<b>\$11,200.00</b>		
<b><u>Grades K-8</u></b>				
<b>Professional Services</b>				
1730400 9781328594044	Into Reading Follow-Up Live Online 1-Hour Grades K-6 Version 1	\$400.00	12	\$4,800.00
1730415 9781328594198	Into Literature Follow-Up Live Online 1-Hour Grades 6-12 Version 1	\$400.00	12	\$4,800.00
<b>Total for Professional Services</b>				
<b><u>Total for Grades K-8</u></b>		<b>\$9,600.00</b>		

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Carlos Lopez  
clopez2@ycschools.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hmhco.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

# Proposal for Ypsilanti Cmty School District

ISBN

Title

Price

Quantity

Value of All  
Materials

<i>Total Savings:</i>	\$0.00
<i>Subtotal Purchase Amount:</i>	\$109,600.00
<i>Shipping &amp; Handling:</i>	\$0.00
<b><i>Total Cost of Proposal (PO Amount):</i></b>	<b>\$109,600.00</b>

**\*\*Please add proper sales tax to your order\*\***

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Carlos Lopez  
clopez2@ycschools.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hmhco.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

# Ypsilanti Cmty School District

**Total Cost of Proposal (PO Amount): \$109,600.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

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- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> Ypsilanti Community School District 1885 Packard Rd Ypsilanti, MI 48197-1846	<b>Sold to:</b> Ypsilanti Community School District 1885 Packard Rd Ypsilanti, MI 48197-1846
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
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**Date of Proposal: 6/16/2022**

**Proposal Expiration Date: 7/31/2022**



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 14046 Collections Center Drive  
 Chicago, IL 60693

Attention:  
 Carlos Lopez  
 clopez2@yoschools.us

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 FAX: 800-269-5232  
 HMH Orders  
 9400 Southpark Center Loop  
 Orlando, FL 32819-8647



# Houghton Mifflin Harcourt

Proposal #008410052

Prepared For

## Ypsilanti Cmty School District

Attention:

Carlos Lopez

clopez2@ycschools.us

For the Purchase of:

### Amira Assessment Subscription 3-Years

Prepared By

Tammy Willey

tammy.willey@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for Professional Services purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

*12.1125.3190.000.4350.00000.0000*

*12.1125.3190.000.4350.00000.0000*

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Orlando, FL 32819-8647

# Proposal for Ypsilanti Cmty School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Amira Assessment</u></b>					
<b>Amira Student Licenses</b>					
1804227	9780358522010 2019 Amira Assessment Student License Digital 3 Year Includes: Amira Dyslexia Screener Digital Student Resources 3 Year Amira Oral Reading Fluency Assessment Digital Student Resources 3 Year Implementation Success	\$27.00	1,699	\$45,873.00	
<b>Total for Amira Student Licenses</b>		<b>\$45,873.00</b>			
<b>Amira Teacher Licenses</b>					
1808254	9780358556633 2019 Amira Assessment Teacher License Digital 3 Year Includes: Amira Dyslexia Screener Digital Teacher Resources 3 Year Amira Oral Reading Fluency Assessment Digital Teacher Resources 3 Year Teacher's Corner Elementary License 3 Year	\$154.00			67
<b>Total for Amira Teacher Licenses</b>		<b>\$0.00</b>			
<b><u>Total for Amira Assessment</u></b>		<b>\$45,873.00</b>			

<b><u>Professional Services - Amira Assessment</u></b>					
<b>Implementation Success Plan</b>					
1780610	9780358338758 Amira Assessment Bundle Getting Started 2 Hour Grades K-5 Webinar This session walks teachers through how to use Amira in their classroom to provide reading fluency assessments and tutoring to strengthen reading skills and confidence.  This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of live sessions and on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH program.  Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.		2		
<b><u>Total for Professional Services - Amira Assessment</u></b>		<b>\$ 0.00</b>			

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Chicago, IL 60693

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clopez2@ycschools.us

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Orlando, FL 32819-8647

Proposal for  
**Ypsilanti Cmty School District**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	<b>\$10,318.00</b>
<i>Subtotal Purchase Amount:</i>	<b>\$45,873.00</b>
<i>Shipping &amp; Handling:</i>	<b>\$0.00</b>

<b>Total Cost of Proposal (PO Amount):</b>	<b>\$45,873.00</b>
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**\*\*Please add proper sales tax to your order\*\***

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Proposal for  
Ypsilanti Cmty School District

**Total Cost of Proposal (PO Amount): \$45,873.00**

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 FAX: 800-269-5232  
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 9400 Southpark Center Loop  
 Orlando, FL 32819-8647

**AMIRA  
Number of K-5 Students**

Tammy,

We are only interested in the ASSESSMENT component of AMIRA. We are planning to use AMIRA and eliminate DRA.

<b>School</b>	<b>Grade</b>	<b>Number of Students</b>	<b>Total</b>	<b>Comments</b>
<b>Ford ELC</b>	K	92	167	
	1	75		
<b>Perry ELC</b>	K	148	260	
	1	112		
<b>Erickson Elementary</b>	1	25	258	
	2	79		
	3	54		
	4	46		
	5	54		
<b>YIES</b>	K	70	323	
	1	46		
	2	61		
	3	45		
	4	48		
	5	53		
<b>Estabrook Elementary</b>	2	76	261	
	3	59		
	4	55		
	5	71		
<b>Holmes Elementary</b>	2	64	240	
	3	83		
	4	50		
	5	43		
<b>YPSI Connected Community School YC2S</b>	K	32	190	
	1	25		
	2	27		
	3	35		
	4	28		
	5	43		
		<b>TOTAL</b>	<b>1,699</b>	



# Tier 1 Live Streaming Online Instruction

	Scope of Services (Detail)
Description	High Quality Live Streaming Instruction for Tier 1 Classes
Agreement Dates	6/14/2022 - 6/12/2023
Current Academic Year Dates	8/29/2022 - 6/12/2023
Weekly Format of Class	3-4 days per week (1x/month assessment or project based)
Content Area and Grade Levels	<b>Content Areas: Global Languages, Social Studies</b>
Elevate K-12 Staff Provided	<ul style="list-style-type: none"> <li>❖ High-quality live, online instructors assigned as Teacher of Record</li> <li>❖ 1 Academic Performance Manager (APM) is located virtually within each online class</li> <li>❖ 1 Operations Manager will be assigned for implementation support and program management</li> </ul>
Customer Staff Provided	1 Classroom Manager (paraprofessional) for each class period 1 Point of Contact for implementation and operation
Equipment Provided by Customer ("Customer Equipment")	Classroom space (if needed), projector, screen, adequate internet access and bandwidth
Equipment Provided by Elevate K-12 ("Elevate Standard Equipment")	speakers, microphone, camera for physical classroom if needed
<b>TOTAL BUDGET AMOUNT</b>	<p><b>MINIMUM: \$101,800</b>            (Based on equivalent of 11 periods at 45-90 minutes per period, and subject to change based on number of periods)</p> <p><b>MAXIMUM: \$250,000</b>            (The "Maximum" figure provides a no-obligation additional budget. It provides the flexibility to add programs, as needed, under the current pricing structure. Unless programs are added, the district is only responsible for payment of the minimum amount which covers the current scope.)</p>

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# **ELEVATE K-12**

## **YPSILANTI COMMUNITY SCHOOLS - YPSI CONNECTED COMMUNITY SCHOOL**

**CLASSROOM INSTRUCTION: SPANISH, ASL, SOCIAL STUDIES  
GRADE(S): K-8**

**PROPOSAL**

**JUNE 14, 2022**



# Tier 1 Live Streaming Online Instruction

## School Year 2022-2023

Tier 1	YPSI Connected Community School			
Instructor:Student Ratio	1:30	1:30	1:30	1:30
Subjects	Elementary Spanish	ASL I	Spanish I	Middle School Social Studies
Grades	K-5	6-8 mixed	6-8 mixed	6-8
Classroom Manager (paraprofessional)	Provided by school, trained and managed by Elevate K-12	Provided by school, trained and managed by Elevate K-12	Provided by school, trained and managed by Elevate K-12	Provided by school, trained and managed by Elevate K-12
# of Periods	6 periods (45-60 minutes)	1 periods (45-60 minutes)	1 periods (45-60 minutes)	3 periods (45-90 minutes)
Number of Instructional Days/Week	3 days/week	4 days/week	4 days/week	3 days/week
Cost per Period/Year	\$7,800/year	\$10,400/year	\$10,400/year	\$11,400/year
# of Weeks	Fall 2022-Spring 2023 (2 full semesters)			
<b>Total Budget for</b>	<b>\$46,800</b>	<b>\$10,400</b>	<b>\$10,400</b>	<b>\$34,200</b>



# Tier 1 Live Streaming Online Instruction

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12.1125.3190.000.4350.00000.0000



# Tier 1 Live Streaming Online Instruction

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## Program Details

Congratulations! You are on your way to investing in high-quality live streaming online instruction for your students. We are thrilled with the opportunity to partner with true visionaries like you. Elevate K-12 is a unique and powerful program. We have created a live streaming online school within your actual school, designed to help students achieve their true potential and learn the skills and concepts that will support their future educational achievements. Our program closely monitors the progress of every student individually so that we can help increase their understanding, their test scores and support their specific needs.

Ypsilanti Community Schools is investing in a high-quality live streaming online instruction program for a maximum number of students in each class for the specified content area(s). The Elevate K-12 large group class will be delivered online to the students through web (Elevate K-12 online platform) and the students will be in school during the class. The class will be delivered as a full semester program Monday through Friday. The Elevate K-12 class will be a blend of live streaming online instruction and project based learning opportunities.

The Total Budget includes the following for each classroom:

### Overall Class Structure:

- The overall class structure will be a mix of
  - Live streaming online instruction delivery
  - Fun live activities

### Live Online Instruction Delivery:

- The live online classroom will be delivered via web (Elevate K-12 online platform) in an actual school classroom.
- Each classroom and group will maintain the same dedicated instructor throughout the duration of the class unless a change is requested, or the instructor has an emergency leave.
- Each instructor undergoes rigorous training in the content area and specifically on effective live online instruction.
- The live online instructor will meet the certification requirements as stated by the school. Instructors will either be certified in the state, eligible for certification in the state, or certified in another state.

### Quality and Project Management:

# Tier 1 Live Streaming Online Instruction

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- Elevate K-12 will assign one Operations Manager (OM) for the School District Program held at designated School(s).
- District will assign one Classroom Manager (CM) to each classroom.
- A Virtual Academic Performance Manager (APM) will monitor the performance of the instruction sessions virtually. Elevate K-12 assigns the APM.
- Each school must dedicate one school point of contact for the OM and APM.
- The various managers are dedicated to the program to ensure a strong fidelity of implementation.
- Elevate K-12 will also share periodic reports and information on student progress.

## Equipment:

- **Elevate K-12 will provide:** speakers, camera, microphone(s) if there will be in-classroom learning
- **School will provide:** large screen, projector if there will be in-classroom learning

## Progress Monitoring:

- The schools will be able to track student progress.
- The dedicated Elevate K-12 POC will also share periodic information with the school.

## Program Information and Implementation:

- Generally it takes 3-4 weeks total for planning and implementation. Elevate K-12 will need 2 weeks for class and technology set up.
- We would like to complete all installations and pre-assessments as soon as possible. The school must provide all information about the program including:
  - Desired start date
  - Number of sessions or program dates/length
  - Number of students
  - Instructional ratio
  - Content areas
  - Grade levels
  - The technology set up at the school (Schools with no student laptops/desktops cannot use Tier 1)
  - Any hiring special needs, like certification or fingerprinting

# Tier 1 Live Streaming Online Instruction

## Classes List

Teach Every Student Live

**2022-2023 SCHOOL YEAR  
LIVE Course Offerings for Districts**

<b>High School</b>	<p><b>MATH</b> Pre-Algebra Algebra 1 Algebra 2 Coordinate Algebra Geometry Pre-Calculus Calculus <u>Foundations of Algebra</u></p> <p><b>WORLD LANGUAGES</b> Spanish 1, 2, 3 &amp; 4 French 1, 2, 3 &amp; 4 German 1, 2, 3 &amp; 4 American Sign Language 1 &amp; 2</p>	<p><b>ENGLISH</b> ELA Grade 9 ELA Grade 10 ELA Grade 11 American Literature ELA Grade 12 World Literature</p> <p><b>SCIENCE</b> Physics Chemistry Biology Physical Science <u>Environmental Science</u></p>	<p><b>SOCIAL STUDIES</b> European US Government &amp; Civics US History World History World Geography Personal Finance</p> <p><b>CAREER TECH / STEM</b> Computer Science 1 Computer Science 2 Cybersecurity 1 Cybersecurity 2 Coding 1 Coding 2 Programming (Scratch/Python) Programming (C++/Python)</p>
<b>Middle School</b>	<p><b>MATH</b> Math Grade 6 Math Grade 7 Math Grade 8 Coordinate Algebra Pre-Algebra Algebra 1 Foundations of Algebra</p> <p><b>WORLD LANGUAGES</b> Spanish 1 &amp; 2 French 1 &amp; 2 German 1 &amp; 2 American Sign Language 1 &amp; 2</p>	<p><b>ENGLISH</b> ELA Grade 5 ELA Grade 7 ELA Grade 8</p> <p><b>SCIENCE</b> Earth &amp; Space Science Life Science Physical Science</p>	<p><b>SOCIAL STUDIES</b> Civics History of the Modern World Ancient Civilizations World History World Geography</p> <p><b>CAREER TECH / STEM</b> Computer Science 1 Computer Science 2 Cybersecurity 1 Cybersecurity 2 Coding 1 Coding 2</p>
<b>Elementary</b>	<p><b>MATH</b> Math Grade 4 Math Grade 5</p>	<p><b>WORLD LANGUAGES</b> Spanish 1 &amp; 2 &amp; 3 French 1 &amp; 2 &amp; 3</p>	

### Payment terms:

Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the Academic Year. Customer agrees to the following payment terms, as reflected by selecting one option below:

- Full invoice for the balance for current Academic Year prepared and sent in conjunction with the signing of Agreement.
- Other options available as per MSA

For any questions please contact:

Rep Name: Karen Brooker  
 Email: karen.brooker@elevatek12.com  
 Cell: 630-981-7015

We look forward to partnering with you to serve your students!

**July 5, 2022**

**INVOICE:**

Collablify.IT, Inc.

1275 Bardstown Trail

Ann Arbor, MI 48105

Contact: Elliot Soloway, [elliott.soloway@gmail.com](mailto:elliott.soloway@gmail.com), 734 355 4098

**Bill To:**

Dr. Carlos Lopez

Assistant Superintendent

1885 Packard Rd.

Ypsilanti, MI 48197

Email: [clopez2@ycschools.us](mailto:clopez2@ycschools.us)

(734) 221-1221

**Description:**

- Collablify.IT supports YCS educators converting HMH curricula to Roadmap lessons. Starting June 1, 2022 and continuing through the 2022-23 school year.
  - 275 Hours @ \$30/hour = \$8,250
- Professional development provided by Collablify.IT for YCS teachers using Roadmaps. Dates to be arranged throughout the 2022-23 school year. And, 24 Hour technical/educational support via email and phone.
  - 5 Elementary Schools at \$5500/school = \$27,500
- Use of the Collablify Roadmap Platform for the HMH-Roadmap curricula by YCS students.
  - 773 (3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> grade) YCS students \* \$16/student = \$12,368

**Total Cost:**

**\$48,118**

Please make the check payable to:

- Collablify.IT, Inc.
- Send to the address at the top of the invoice

\$51,800 WISD T2

**Ypsilanti Community Schools**  
**Conceptual Framework for Teacher Action Research (TAR) to Increase Learner Agency**  
**A Collaborative between YCS and WISD**  
**A Teacher Voluntary Initiative to Improve Teacher's Craft**

**Why:** YCS teachers will participate in an annual active *Teacher Action Research* cycle during the 2022-23 school year that will intentionally support them in shifting their mindset from a teacher evaluative centered focus to a student-centered learning focus while helping them to develop a performance-based portfolio that can be used to demonstrate proficiency in meeting the requirements of the student growth portion of their evaluations. The TAR will not substitute for the state-mandated SGP, but instead, will be a portion of the locally adopted student growth measurements. The proposed *Teacher Action Research* will create a safe space for teacher agency, provide a viable process, and will serve as evidence of student learning as a result of intentional examination and change in literacy instruction through an equity lens. Literacy instruction through an Equity lens is the focus for the 2022-23 school year, as this process is the gateway to accessing content knowledge that is culturally responsive to the needs of our diverse student population.

**What:** *Teacher Action Research* allows teachers the opportunity to reflect on their practice as they solve pedagogical problems of practice. *Teacher Action Research* allows teachers to be in charge of their learning, empowering them to enact meaningful change in their practice through their own research and knowledge creation. As a result, teachers learn that it is within their power to continually improve their practice. YCS Teachers will use their *Teacher Action Research* to guide the process and product for their teacher evaluation. *Teacher Action Research* is a process that uses collaboration and collective problem solving to change organizations and environments. A cyclical process- planning, acting, observing, reflecting, and replanning. See [A Teacher-Educator Uses Action Research to Develop Culturally Conscious Curriculum Planners](#)

**How:** YCS Teachers will work with Melissa Brooks-Yip (WISD Supervisor of Instruction) during the 2022-23 school year to master all components of the *Teacher Action Research* cycle. Melissa will be available throughout the 2022-23 school year to provide additional support for our *Teacher Action Research*. Here are the dates where online professional development will be provided to all participating teachers:

- **Learning and Planning Phase:** August 23, 2022, from 12:30-2:30 p.m. – Learning and Planning their TAR Launch (The Cycle and Rationale of TAR) \*Include roles for instructional coaches
- **Acting Phase:** November 8, 2022, from 12:30 – 2:30 p.m.
- **Observing Data and Collecting Phase:** February 17, 2023, from 12:30 – 2:30 p.m.
- **Reflecting Phase:** April 7, 2023, from 12:30 – 2:30 p.m.
- **Replanning and Presenting Phase:** May through the end of June 2023
- For additional TAR support, Melissa can be available in the district ½ day per week

In the TAR cycle, teachers will choose a question centered on a problem of practice within the parameters of equity in literacy instruction. Using prior knowledge and the conceptual frameworks listed below, teachers will enact TAR with a focus on one class, one group within a class, or a small group of students, depending on what they learn in the student-centered planning phase of TAR. Teachers may enact TAR individually, or team up with a colleague.

#### **Rationale:**

- YCS educators have had intentional and sustained learning with Dr. Ghody Muhammad on the Culturally and Historically Responsive Education framework in Cultivating Genius and Racial Literacy from Dr. Yolanda Sealey-Ruiz. They have also worked to audit the curriculum and materials to be more culturally responsive.
- With these learning, curricular and material changes, teachers will now participate in Teacher Action Research cycles to shift from a teacher evaluation focus to student-centered learning. This will create a safe space for teachers to create an agency, a process, and evidence of student learning as a result of intentional examination and change in literacy instruction. Literacy instruction is the focus, as this is the gateway to access content knowledge.
- Action research cycles allow “teachers to look reflexively at their practice to solve pedagogical problems” (Ladson-Billings, 1995). Action research allows teachers to be in charge of their learning, empowering them to enact meaningful change in their practice through their own research and knowledge creation (Duncan-Andrade and Morrell, 2008). By learning the action research process to enact a current problem of practice (perhaps what they are curious about in their own teaching), to improve instruction, teachers learn that it is in their power to continually improve. Teachers learn to take charge of their own learning, as we hope students in our schools learn to do. They do not have to wait for other researchers to come to conclusions about teaching practices, continually exploring their own curiosities and teaching challenges helps to get them to positive change

#### **Our Goals:**

- Understand teacher perceptions of action research to increase learner agency.
- Determine if there is an increase of learner agency in students and teachers during the action research process.
- Determine if there is an increase in collective efficacy through the action research process.

#### **Our Conceptual Framework:**

- Research experience
- Contextual history
- Culturally and Historically Responsive Education Framework- Dr. G. Muhammad

- Adult learning theory – teachers
- Motivation theory – an agentic perspective
- Learner agency
- The principal role in the professional learning community and action research

#### **Our Research Question:**

- What perceptions will YCS teachers have about the process of engaging in teacher action research to increase learner agency?
- What is the evidence that learner agency has been developed as a result of the action research process?
- How has the action research project influenced collective teacher efficacy?

#### **Our Methods:**

- Document review – demographic and process data (teacher reflections, observation data, video or audio recordings, field notes from coaching sessions, and minutes from PLC team meetings).

#### **Our Trustworthiness:**

- Intensive, long-term involvement – I work full time in the context that I am studying
- Rich data – transcriptions of interview data and various forms of process data
- Triangulation of data
- Dialogic engagement
- Multiple coding for intersectionality
- Structured reflexivity – analytic memos, reflective journaling, and observation field notes, possibly include focus group and interviews

#### **Structure, Implementation, and Support Timeline:**

- Numbers of teachers: Invite 25 for first cohort focus on Literacy/ELA- (out of 93 in K-12)

Wondering ...

- How might teachers approach TAR based on the grade level they teach?
- How will we support teachers in intentionally focusing on equity?

### **Teacher Action Research (TAR) at YCS to Increase Learner Agency - Conceptual Framework**

#### **Step 1: Identify**

- Identify the needs of your students and gather data to confirm or revise these needs to form an evidence-based baseline.
- Identify resources already available and additional resources needed to address these needs.
- Identify your own professional learning needs for better preparation for helping students.

## Step 2: Design and Implementation

- Design and intervention to address student needs.
- Design a researchable question.
- Design or select assessments that will produce evidence to determine the effectiveness of the intervention.
- Implement the intervention.

## Step 3: Collect Data

- Collect formal and informal student assessment data.

## Step 4: Analyze Data

- Analyze the data, looking for patterns, trends, and insights. Compare this new data to the baseline.

## Step 5: Repeat, Revise and Repeat

- Reflect on what you have learned identifying areas of student learning that worked well and ones that need further strengthening.
- Revise the intervention based on evidence from the analyses and your reflection.
- Repeat another cycle of action research and identify the professional learning you need to make the next improvement.

## Cost:

- Melissa Brooks-Yip's time during the 2022-23 school year (10%) = **\$25,000** (½ day per week) for the 2022-23 school year.
- Dr. Cathy Fleischer's time for five sessions and consulting = **\$15,000**
- Possible speaker, Cornelius Minor or experienced teacher of action research = **\$10,000**
- Books for teachers approximately **\$1,800**:
  - *What Works or The Art of Classroom Inquiry* = \$40 each x Cohort 1 (25 ELA participants - K-8 Teachers - Literacy Focus) = **\$1,000**
  - *We Got This* - \$32 each x 25 = **\$800**

**Approximate Total= \$51,800**

## Supporting research (linked here)

- A Teacher-Educator Uses Action Research to Develop Culturally Conscious Curriculum Planners
- Becoming a Teacher: Encouraging the development of teacher identity through reflective practice
- "I Practice Teaching": Transforming Our Professional Identities as Literacy Teachers Through Action Research
- Examining the long-term impact of collaborative action research on teacher identity: the perceptions of K-12 Teachers
- We Got This
- What Works

- How Action Research Can Improve Your Teaching

### Teacher incentives - a choice

- Teachers can use TAR to guide the process and product for their annual teacher evaluation process.
- SCHECHs
- See TAR through presenting at state and national conferences and/or writing and publishing process with Cathy and Melissa

Final reports and/or articles may be written by Melissa Brooks-Yip for this educational research

### Additional References for study and use:

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*Democracy and Education*, 21 (2), Article 3.

Walkington, Jackie. (2005). Becoming a teacher: Encouraging the development of teacher identity through reflective practice. *Asia-pacific Journal of Teacher Education - ASIA-PAC J TEACH EDUC*. 33.

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## Expense Escalation Lease, Multitenant Building

This Lease is made between Landlord and Co-Tenants, who agree as follows:

1. **Basic Definitions.** The following defined terms will be used throughout this Lease:

- a. Lease Commencement Date means [9/1/22].
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice Address is 1885 Packard Road, Ypsilanti, MI 48197.
- d. Co-Tenants means Eastern Michigan University (“EMU”) and the Ann Arbor YMCA (“YMCA”) (EMU and YMCA are together and hereinafter referred to as “Co-Tenants”).
- e. Co-Tenants Notice Addresses are: Ann Arbor YMCA, Attn: Toni Kayumi, 400 W. Washington, Ann Arbor, MI 48103; Eastern Michigan University, 203 Boone, Ypsilanti, MI 48197
- f. Premises means [Rm 107 and 110]
- g. Building means [Chapelle], located at [111 S. Wallace]
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means approximately [3,360] rentable square feet, which does not include an allocated percentage of the common areas.
- j. Term means [10 month] Lease.
- k. Lease Year means the period beginning on [9/1/22], and ending on [6/30/23].
- l. Commencement Date means [9/1/22].
- m. Expiration Date means [6/30/23].
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$[26,880].
- p. Monthly Installment of Base Rent means \$[2,240]. Monthly installment of calculated utilities = \$[590] per month. Total rent plus utilities per month is \$[2,830].

q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Exhibit 1, including the following:

q1. Maintenance Expenses (e.g. HVAC units, doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, and required fire and other inspections.)

q2. Utilities (14.8% of the average of electric, gas, sewer and water costs, i.e. \$[7068] annually or \$[590] monthly).

q3. Replacement of the roof, boiler and chiller will be Landlord's responsibility. Additionally, if a leak causes the need for any other repairs to the building, Landlord will assume the expense of repair. Landlord's liability will not extend to Co-Tenants's contents, which should be separately insured by Co-Tenants. The parking lot will be repaired at Landlord's discretion and will be Landlord's sole responsibility.

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

r. Proportionate Share means 14.8%.

s. Base Year means [9/1/22-6/30/23].

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

u. Security Deposit means \$0.

v. Designated Use means [childcare/daycare].

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

**Premises.** Landlord leases the Premises to Co-Tenants. Co-Tenants have inspected the Premises and are satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date. If Landlord fails to deliver possession tenant may terminate the lease.

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Co-Tenants.

**2. Term.**

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

(b) Extension Period. Provided that co-tenants occupy and operate the assigned space and are not in default of this lease at the time of such extension period then tenant shall have the option to extend the term of the lease for two (2) successive additional one (1) year terms (Extension Period)

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

**4. Maintenance Expenses.** EMU will pay as Additional Rent Co-Tenants Proportionate Share of any Maintenance Expenses, i.e. 14.8% of maintenance expenses for HVAC equipment that services the Premises and 100% of maintenance expenses for repairs to the Premises. Cost for repairs will be due net 30 days after invoice. HVAC equipment does not include boiler or chiller replacement, but would include maintenance to those systems.

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

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

**6. Hours of Occupancy.** Co-Tenants shall be entitled to occupy the Premises between the hours of 5 A.M. and 10 P.M., Monday [day of week] through Sunday [day of week]. In the event Co-Tenants wish to occupy the Premises at other times, they shall notify Landlord in writing of its requested additional occupancy, setting forth the requested date(s) and inclusive times, no less than five (5) business days before the proposed occupancy. Co-Tenants agree to reimburse Landlord in full for Landlord's actual incremental custodial and other costs associated with making

**7. Services.** Landlord will furnish heat and air-conditioning during normal business hours (**6:00** a.m. to

**9:00p.m.**, Monday through Sunday); electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Co-Tenants' leased area should be kept clean by Co-Tenants.

Landlord will ensure regular access to the Premises by removing snow accumulation when necessary. Landlord will also regularly mow the grass of the Premises to ensure the grass is kept at a reasonable height. Landlord has the responsibility to keep the parking area of the Premises clean and safe.

No sign may be erected by Co-Tenants on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws and ordinances, and must be approved by Landlord. Co-Tenants hereby acknowledge and agree to maintain, at Co-Tenants' sole cost and expense, any sign erected by Co-Tenants pursuant to this paragraph in good repair and working order at all times. In addition, Co-Tenants hereby agree, to the extent permitted by law, to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Co-Tenants on the Premises or the maintenance thereof.

Any service the Landlord is required to furnish may be furnished by Landlord's managing agent or by one or more independent contractors.

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

**8. Holding Over.** If Co-Tenants remain in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Co-Tenants are subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be one-hundred twenty-five percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Co-Tenants fail to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Co-Tenants holds over after the expiration of the Term without Landlord's consent, Co-Tenants are liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any

sale, lease, or refinancing of the Premises; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

9. **Quiet Enjoyment.** Unless this Lease is terminated or Co-Tenants are evicted in accord with Michigan law, Landlord will not disturb Co-Tenants' quiet enjoyment of the Premises or unreasonably interfere with Co-Tenants' Designated Use of the Premises. Landlord shall have the right from time to time, upon 24 hours prior notice to Co-Tenants, to inspect the Premises to confirm Co-Tenants' compliance with this Lease. Landlord's inspection shall in no way disrupt or interfere with Co-Tenants' school operation. Co-Tenants must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.

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

11. **Indemnification.** Co-Tenants will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Co-Tenants or their agents, contractors, or invitees; or (c) any event on the Premises, whatever the cause. Co-Tenants' indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. As a Michigan state institution, EMU is only obligated to indemnify anyone to the extent allowable under Michigan law.

To the extent permitted by law, EMU shall defend, indemnify, and hold harmless YMCA and its officers, employees, and agents, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees and reasonable expert fees), claims, judgments, liabilities, losses, awards, and costs that may finally be assessed against YMCA in any action for or arising out of or related to this Agreement involving the EMU's failure to perform its obligations hereunder.

YMCA shall defend, indemnify, and hold harmless EMU and its officers, employees, and agents, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees and reasonable expert fees), claims, judgments, liabilities, losses, awards, and costs that may finally be assessed against EMU in any action for or arising out of or related to this Agreement involving the YMCA's failure to perform its obligations hereunder.

12. **Insurance.** Tenant, at Tenant's sole expense, agrees to maintain in force, with a company or companies acceptable to Landlord, during the term of this Lease: (a) Commercial General Liability Insurance on a primary basis covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provision in this

Lease. Such insurance shall, at a minimum, be maintained in an amount of \$1,000,000.00 per occurrence and an additional \$3,000,000.00 in umbrella coverage for the above claims; (b) Workers' Compensation and Employers' Liability Insurance for an amount of not less than \$500,000.00, both in accordance with the State of Michigan; and (c) In the event a motor vehicle is to be used by Tenant in connection with its business operation from the Premises, Comprehensive Automobile Liability Insurance coverage with limits of not less than \$1,000,000.00 combined single limit coverage against bodily injury and liability arising out of the use by or on behalf of Tenant, its agents and employees in connection with this Lease, of any owned, non-owned or hired motor vehicles.

Each Policy referred to above shall satisfy the following requirements. Each policy shall (i) name Landlord as an additional insured (except Workers' Compensation and Employers' Liability Insurance), (ii) be issued by one or more reasonable insurance companies licensed to do business in the State of Michigan reasonably satisfactory to Landlord, (iii) where applicable, provide for deductible amounts satisfactory to Landlord, (iv) shall provide that such insurance may not be cancelled or amended without 30 days' prior written notice to Landlord, and (v) shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Tenant shall deliver to Landlord certificates of insurance and at Landlord's request, copies of all policies and renewals thereof to be maintained by Tenant hereunder, not less than 10 days prior to the commencement of this Lease and not less than 10 days prior to the expiration date of each policy.

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

**13. Assignment and Subletting.** Co-Tenants must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

**14. Subordination and Estoppel Certificates.** At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any

mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Co-Tenants. Co-Tenants must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

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

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

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

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

**15. Security Deposit.** Within 1 day of the Lease Date, Co-Tenants must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Co-Tenants' performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Co-Tenants fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Co-Tenants must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be

returned to Co-Tenants, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Co-Tenants' surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Co-Tenants must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Co-Tenants, without interest, within 30 days after Co-Tenants' surrender of the Premises in accord with this Lease.

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

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

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

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights,

covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Co-Tenants. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

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

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

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

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

**19. Arbitration.** Except for any claim arising out of or relating to Co-Tenants' default in the payment of rent, Landlord and Co-Tenants agree to submit any and all other claims, controversies and disputes between Co-Tenants and Landlord arising out of or relating to the Premises, this Lease, or Co-Tenants' and Landlord's performances due hereunder, to arbitration pursuant to the Michigan Uniform Arbitration Act ("UAA"), MCL 691.1681 *et seq.* Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

**20. Waiver of Jury Trial.** As a material inducement to Landlord to enter into this Lease, except for claims required to be settled by arbitration pursuant to this Lease, Co-Tenants hereby waive their right to a trial by jury of any claims arising out of or relating to its obligations under this Lease or its occupancy of the Premises. Co-Tenants

acknowledge that they has read and understood the foregoing provision.

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

SIGNATURES ON NEXT PAGE

LANDLORD

By \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

CO-TENANT EMU

By \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

CO-TENANT YMCA

By \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

## CHANGE ORDER #3 - Pool Project Part Two

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Date: 7-11-2022

Change Order Number: 3

Project: Ypsilanti Community  
1885 Packard Road  
Ypsilanti, MI 48197

Agreement Date: 6-25-2020

To Customer: Ypsilanti Community Schools

Agreement No. USB-021714

The Parties hereby agree to modify the above-referenced Agreement (the "Agreement") as set forth below. Except as modified herein, all other terms and conditions of the Agreement will remain unchanged and in full force and effect.

The Agreement is changed as follows:

The following work will be added to **Attachment A – Scope of Work**:

### M. Pool Filter Room Upgrades

#### 1. Piping Enclosure on Pool Deck

- a. Existing piping that is exposed on the pool deck will be enclosed in a stainless-steel metal cover.
- a. Metal cover shall be anchored to the wall, enclosing the exposed piping.

#### 2. Filter Room Piping

- a. Demo and remove the existing supply and return piping from the pool, including removing existing supports and patching as required.
- b. Honeywell shall install new piping for modifications made to the pool gutter system based on the preliminary engineered drawings. Upon DEQ approval and final project acceptance, Honeywell will provide final as built engineered drawings.
- c. Honeywell shall pipe new 6" return line from the gutter converter to the existing 6" isolation valve in the Pool Filter Room.
- d. Honeywell shall pipe new 8" gutter line from each gutter converter back to the surge tank.
- e. Pipe and pipe fittings shall be Schedule 80 PVC.
- f. New hangers shall be stainless steel.

### N. Pool Water Boiler and Munters Boiler Replacement

1. Honeywell shall demo and legally dispose of two (2) existing Raypak boilers in Boiler Room.
2. The existing boilers (one of which heats the pool water, the other heats the Munters Unit), will be replaced with one (1) new high-efficiency Lochinvar condensing boiler (2,000 MBH) to serve both systems.
3. Honeywell shall re-pipe the system as a primary/secondary system. Primary pump will flow through the boiler. Secondary pump #1 will flow through the Dehumidification Unit. Secondary pump #2 will flow through the heat exchanger loop to heat the pool.
4. The piping loop that runs to the Pool Filter Room and back up shall be removed such that the piping goes directly to the equipment and pool that is served.
5. Provide new isolation valves, air separator, and expansion tank.

6. Provide necessary piping, electrical, and venting changes needed for new boiler.
7. Provide insulation on new piping.
8. Provide necessary electrical and controls for new boilers.
9. Conduct start-up of new boilers.
10. Provide installation, parts, labor, and permits as required.
11. New boilers integrated into existing BMS are excluded from this Scope of Work (District to purchase directly from Trane).

## **O. Stainless Steel Gutter System**

### **1. Stainless-Steel Gutter System:**

- a. Honeywell shall replace the existing, tiled gutter system with a stainless steel gutter system, per the preliminary engineered drawings.
- b. Cut away the existing concrete to create a squared pocket for the installation of the new stainless-steel gutter system.
- c. Provide and install a new stainless steel gutter system as described below:
  1. Furnish and install a stainless-steel perimeter re-circulating gutter system.
  2. The system shall consist of an overflow channel to collect water around the perimeter of the pool and return it back to the filtration system.
  3. The system shall include a filtered water supply channel around the perimeter of the pool. This channel will have integral small return jets that supply water into the pool around the perimeter.
  4. Perimeter sections shall be fabricated from Type 304L stainless steel with a #3 polished finish. The anchors and stiffeners shall be Type 304L stainless steel.
  5. The system will be engineered to meet DEQ Code requirements as of July 2022 and be field assembled on site.
  6. The gutter system shall be grouted in, providing a complete supply and return system for the perimeter of the pool.
  7. The existing tile shall be repaired up to the new gutter system being installed.

### **2. Pool Tile Repair**

- a. Honeywell shall repair the pool tile walls per the preliminary engineered drawings.
- b. Pool Tile Walls Repair – Return Jets:
  1. There are twenty-eight (28) existing wall return jets that shall be removed and patched to match.
  2. Existing return jets to be cut back into the wall minimum of 4” and plugged with rubber gripper plugs. Patch holes with hydraulic cement and provide ceramic tile patch flush with adjacent surfaces. Remove return piping, fittings, and hangers in the tunnel.
- c. Pool Tile Walls Repair – Vacuum Ports:
  1. There are four (4) existing wall vacuum ports that shall be removed and patched to match.
  2. Existing steel wall vacuum ports to be removed. Cut back into the wall minimum of 6”, plug and seal watertight. Treat steel for bleed through. Patch tile wall flush with adjacent surfaces.
- d. Pool Tile Walls Repair – Underwater Lights:
  1. There are thirty-three (33) existing underwater pool lights that shall be removed and patched to match.

2. Cut back existing niche a minimum of 6", plug wall structure and seal watertight. Patch tile wall flush with adjacent surfaces.
- e. Pool Tile Walls Repair - Targets:
    1. There are twenty-four (24) existing tile wall targets that shall be re-configured for the new gutter system.
    2. Re-configure each target from "cross" shapes to "tee" shapes, in order to accommodate the new stainless steel gutter system. Remove tile as necessary on existing targets to accomplish this.
  - f. Pool Tile Floor Repair:
    1. There are many areas of the pool tile floor that have failed grout/tile pops that need repair.
    2. Provide for up to 200 square feet of existing wall/floor tile mud bed and tile replacement. This floor tile repair is over and above the repairs identified for abandoned holes through the pool walls and over-cut repairs required for the stainless steel gutter system installation.

### **3. Re-Grout of Entire Pool**

- a. Honeywell shall re-grout the pool per the preliminary engineered drawings.
- b. Upon completion of tile repairs and stainless steel gutter system installation, provide a re-grout of the pool tile for a consistent finish and appearance.

### **P. Replacement of Ceiling Tiles, Diffusers & Grilles (Not in Scope of Work, contracted directly to District).**

### **Q. Replacement of Pool Lights**

1. Honeywell shall install fourteen (14) natatorium-rated 2x4 LED recessed troffers around the perimeter of the pool to increase light levels during swim meets.
2. The fourteen (14) new fixtures shall be put on a separate scene button at the existing switch location and tied into the lighting control panel in the mezzanine mechanical room.
3. Honeywell shall install new PVC conduit and a gasketed cover along with a new low voltage 6-button scene switch in the same location as the existing switch.
4. One (1) of the existing 2x4 LED troffers is very close to the edge of the pool, making it difficult to access if maintenance is required. Honeywell shall relocate this fixture over the pool deck, making it accessible.

The original Contract Sum was.....\$ 1,800,000  
 Net change by previously authorized Change Orders.....\$ 1,036,685  
 The Contract Sum prior to this Change Order was.....\$ 2,836,685  
 The Contract Sum will be increased by this Change Order #3  
 (Change Order #3 Items M - Q) in the amount of.....\$ 1,345,800  
 The Contract Sum including this Change Order #3 is.....\$ 4,182,485  
 Initial Payment Due upon Execution of Change Order #3.....\$ 538,320

The original annual Energy Savings Guarantee was.....\$ 106,339  
 Net change by previously authorized Change Orders.....\$ 0  
 The Energy Guarantee prior to this Change Order was.....\$ 106,339  
 The Energy Guarantee will be changed by this Change Order.....\$ 4,703  
 The new Energy Guarantee for Year 1 including this Change Order will be...\$ 111,042  
 The Operational Savings Guarantee prior to this Change Order was.....\$ 61,559  
 The Operational Savings Guarantee will be changed by this Change Order.\$ 3,272  
 The new Operational Savings Guarantee including this Change Order.....\$ 64,831

Honeywell’s Change Order Pricing identified above, as Scope of Work items M – Q, is based on the change order being signed and funding for all of the work described being secured by Ypsilanti Community School District by July 20, 2022. Should funding for any of the upgrades identified in Scope of Work above be delayed beyond that date, Honeywell reserves the right to adjust its change order pricing. Any modifications to the individual Scope of Work Pricing shall be documented in a change order and signed by both parties.

Honeywell International Inc.  
115 Tabor Road  
Morris Plains, New Jersey 07950

Ypsilanti Community Schools  
1885 Packard Road  
Ypsilanti, MI 48198

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

A regular meeting of the board of education of the District (the "Board") was held in the \_\_\_\_\_, within the boundaries of the District, on the 11th day of July 2022, 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. Pursuant to the Michigan Election Law, the District's regular school election shall be held on the first Tuesday after the first Monday in November of even years.
2. It is necessary to conduct the District's regular election on Tuesday, November 8, 2022, to fill one or more Board positions.
3. On or before 4:00 p.m. on Tuesday, August 16, 2022, the Board shall certify any ballot proposition to be submitted to the voters at such election to the election coordinator or coordinators designated to conduct elections within the District (the "Election Coordinator").

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The regular school election of the school electors of the District be called and held on Tuesday, November 8, 2022.
2. The proposition to be voted on at the regular school election shall be stated on the ballots in substantially the form as set forth in Exhibit A.
3. The Election Coordinator is requested to:
  - a. Utilize \_\_\_\_\_, a newspaper published or of general circulation within the District, for publication of notices in accordance with the election law requirements.
  - b. Utilize ballot proposition summary information, as prepared by legal counsel, in the forms of the notices of last day of registration and election in substantially the form as set forth in Exhibit B attached hereto.
  - c. Provide a proof copy of the ballot to the District and its legal counsel in sufficient time to allow the ballot to be proofread prior to printing.
4. The Secretary of this Board is hereby authorized and directed to file a copy of this resolution with the Election Coordinator and with any Election Clerk or clerks designated to conduct elections within the District by 4:00 p.m., on Tuesday, August 16, 2022.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

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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/lma

## EXHIBIT A

### YPSILANTI COMMUNITY SCHOOLS OPERATING MILLAGE PROPOSAL

This proposal will allow the school district to continue to levy the statutory rate of not to exceed 18 mills on all property, except principal residence and other property exempted by law, required for the school district to receive its full revenue per pupil foundation allowance.

Shall the limitation on the amount of taxes which may be assessed against all property, except principal residence and other property exempted by law, in Ypsilanti Community Schools, Washtenaw County, Michigan, be increased by 3 mills (\$3.00 on each \$1,000 of taxable valuation) for a period of 10 years, 2023 to 2032, inclusive, to provide funds for operating purposes; the estimate of the revenue the school district will collect if the millage is approved and .03 mill of the 3 mills is levied in 2023 is approximately \$19,593 (this millage is to restore millage lost as a result of the reduction required by the “Headlee” amendment to the Michigan Constitution of 1963 and will be levied only to the extent necessary to restore that reduction)?

**EXHIBIT B**

**SUMMARY OF BALLOT PROPOSITION TO BE INSERTED IN THE  
NOTICES OF LAST DAY OF REGISTRATION AND ELECTION:**

YPSILANTI COMMUNITY SCHOOLS  
OPERATING MILLAGE PROPOSAL  
EXEMPTING PRINCIPAL RESIDENCE  
AND OTHER PROPERTY EXEMPTED BY LAW  
3 MILLS FOR 10 YEARS  
FOR HEADLEE RESTORATION PURPOSES, IF NECESSARY

Full text of the ballot proposition may be obtained at the administrative offices of Ypsilanti Community Schools, 1885 Packard Road, Ypsilanti, Michigan 48197-1846, telephone: (734) 221-1200.

**Resolution in Support of The Ann Arbor Transportation Authority 2022 Millage**  
July 11, 2022

**WHEREAS**, many YCS students and their families rely on public transportation to access school, work, health care, recreation and worship, and

**WHEREAS**, the Ann Arbor Area Transportation Authority has been committed to provision of sustainable, effective public transportation options within the Ann Arbor-Ypsilanti area for many decades; and

**WHEREAS**, an improved public transit system would help our district and our region attract and retain staff members and families by supporting economic development and job growth while also making our community accessible to all; and

**WHEREAS**, local public transit services are critical for seniors and people with disabilities to maintain independence and mobility; and

**WHEREAS**, YCS students at ACCE in particular on public transit services to reach their school with the flexibility and reliability necessary for those students to be successful; and

**WHEREAS**, The Ride is proposing to enhance and expand its existing services by adding additional night and weekend service, increasing the speed and frequency of connections between Ann Arbor and Ypsilanti, and offering additional resources for mobility programs for seniors and people with disabilities;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education of the Ypsilanti Community Schools supports the need for fast, reliable, high-quality transportation options for our community. We urge local residents to vote “yes” on the AAATA public transit ballot proposal in August 2022 and support TheRide in its efforts to improve service on the east side of Washtenaw County.