



**Monday, August 1, 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. ACHIEVEMENTS, AWARDS & RECOGNITION

A. Michigan School Business Officials Human Resource Specialist Certification - Sue McCarty Dr. Zachery-Ross honored Sue McCarty - 90 hours of PD - MSBOA - Above and beyond Dr. Hawkins congratulation

4. ACCEPTANCE OF AGENDA

A. Acceptance of Agenda

5. PUBLIC COMMENTS #1

A. Guidelines for Public Comment

6. CONSENT AGENDA

A. Consent Agenda

7. ACTION ITEMS: Business and Finance

A. Approval of the EMUinVENT Proposal for Grizzly Learning Camp

B. Adoption of Thurn Resolution of the IPA for the Purchase of Copiers and Printer Units

8. BOARD OF EDUCATION WORKSHOP

A. Continuation of the District Diversity, Equity, and Inclusion Work led by Dr. Yolanda Sealey-Ruiz

9. PUBLIC COMMENTS #2

A. Guidelines for Public Comment

10. BOARD/SUPERINTENDENT COMMENTS

A. Board/Superintendent Comments

11. ADJOURNMENT OF MEETING

A. Adjournment of Meeting



June 30, 2022

Ms. Alena Zachery-Ross
Superintendent
Ypsilanti Community Schools
1885 Packard Rd.
Ypsilanti, MI 48197-1846

Dear Ms. Zachery-Ross,

On behalf of Michigan School Business Officials, it is my pleasure to inform you that Sue Ann McCarty has met the requirements for renewing the Human Resource Specialist certification under the MSBO voluntary certification program. This is a commitment of 90 hours of professional development established by the MSBO Board of Directors through our Professional Development Committee.

Ms. McCarty's certificate will be valid from 07/01/22-06/30/27. During this 5-year period, she will need to maintain active MSBO membership and earn 90 professional development hours in order to maintain and renew her certification.

I hope that you will join us in celebrating Ms. McCarty's accomplishment. You may wish to inform your district's Board of Education and/or the local media. It is an opportunity to highlight your staff's accomplishments and shed a positive light on your school district.

If you have any questions or want additional information, please call me.

Sincerely,

A handwritten signature in black ink that reads 'David Martell'.

David Martell
Executive Director

DM/cbb

cc: Sue Ann McCarty, HRS

REGULAR MEETING (Monday, July 11, 2022)

Generated by Julie Haines on Monday, July 25, 2022

Members present

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

Members absent

Meredith Schindler

Meeting called to order at 6:34 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 AMENDED AGENDA

Action: A. Acceptance of Agenda

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

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

4. ACHIEVEMENTS, AWARDS & RECOGNITION

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

The LaFontaine Teacher of the Year Program recognizes the great contribution teachers make in Washtenaw County and to the learning community. This award recognizes and honors teacher excellence. It does not attempt to select the "best" teacher; rather, to identify, from among many outstanding teachers, one teacher to serve as a visible and vocal representative of what is best in the profession. The LaFontaine Family wishes to honor the amazing teachers within Washtenaw County and recognize them for their hard work and efforts they put in every single school year.

YCS would like to give a huge congratulations to Lauren Fardig-Diop for being awarded the La Fontaine Teacher of the Year Award!

Ms. Fardig-Diop is an exceptional teacher who cares, loves, and supports her students and co workers in the district. We are so grateful to have her here at YCS!

Congratulations, Ms. Fardig-Diop!

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

Barbara Boone has met the requirements for certification under the Michigan School Business Officials Voluntary Certification Program and has earned the Business Office Manager certification. This award reflects a high degree of academic and professional preparation established by the MSBO Board of Directors through their Professional Development Committee.

We are celebrating Ms. Boone's accomplishment.

Congratulations, Ms. Boone!

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

Kimberly Searcy has met the requirements for certification under the Michigan School Business Officials Voluntary Certification Program and has earned the Certified Transportation Director certification. This award reflects a high degree of academic and professional preparation established by the MSBO Board of Directors through their Professional Development Committee.

We are celebrating Ms. Searcy's accomplishment.

Congratulations, Ms. Searcy!

Recognition: D. Recognition of 2021-2022 Seal of Biliteracy Recipients

The Seal of Biliteracy is an award of high distinction and the only award given by the Michigan Department of Education. The Seal of Biliteracy is a seal that is affixed to a student's high school diploma that validates the skill of bilingualism.

This is a tangible, verified, and valuable award that showcases the abilities that the recipient brings to a university, a place of employment, and their community. This global skill is highly sought after by any future endeavor a student chooses. YCS is proud to be able to celebrate this accomplishment of our outstanding scholars.

Student: Ibrahim Niangadou

Seal of Biliteracy Language: French

Comments: Ibrahim is from Mali, West Africa and arrived in the United States in 2021. He is multilingual and is receiving the seal for speaking French and English. Ibrahim will be starting college in the fall.

Student: Abd-Rahman Niangadou

Seal of Biliteracy Language: French

Comments: Abd-Rahman is from Mali, West Africa and arrived in the United States in 2021. He is multilingual and is receiving the seal for speaking French and English. In addition, he was the 2022 Salutatorian for ACTech. Abd-Rahman will be starting college in the fall.

Student: Nixon Archaga Alvarez

Seal of Biliteracy Language: Spanish

Comments: Nixon is from Honduras and arrived in the United States in 2021. He is receiving the seal for speaking Spanish and English. Nixon will be working in the fall.

Student: Ciclaly Melissa Ruano-Orellano

Seal of Biliteracy Language: Spanish

Comments: Melissa was born in the United States but spent most of her youth in Guatemala. She arrived at Ypsilanti Community Schools in 2019. She is receiving the seal for speaking Spanish and English. Melissa will work and attend Washtenaw Community College in the fall.

Student: Dorian Villareal-Torres

Seal of Biliteracy Language: Spanish

Comments: Dorian was born in Michigan but spent most of his youth in Mexico. He arrived at Ypsilanti Community Schools in 2020. He is receiving the seal for speaking Spanish and English. Dorian will work and attend Washtenaw Community College in the fall.

Student: Diego Mejia Estrada

Seal of Biliteracy Language: Spanish

Comments: Diego is from Honduras and arrived in the United States in 2019. He is receiving the seal for speaking Spanish and English. Diego will work and attend Washtenaw Community College in the fall.

5. PRESENTATIONS

Presentation: A. World Languages/EL Update

The World Language and EL (English Learners) Team will share with the Board an update on the implementation and progress of World languages across the district.

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

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

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. These new clean school bus replacements will produce either zero or low tailpipe emissions compared to their older diesel predecessors. 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. The first funding opportunity under this program will be the 2022 Clean School Bus Rebates.

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

6. 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.

Lefiest Galimore: WEMI, helping students with post secondary education

Roderick Casey: Candidate for State Representative, discussed his candidacy and his agenda

7. 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) June 20, 2022, Regular Board Meeting Minutes 2) Personnel matters as per the presented list dated 6/29/22; New Hires, Resignations, and Retirements.

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

1) June 20, 2022, Regular Board Meeting Minutes

2) Personnel matters as per the presented list dated 6/29/22; New Hires, Resignations, and Retirements.

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

8. ACTION ITEMS: Student Affairs

Action: A. Approval for Annual Instructional Material

Seeking Board approval of the continued implementation for the programs associated with the invoices; see attachments below.

1.) [Imagine Learning Quote](#). This purchase is district wide. Funded by the ESSR III Fund.

2.) [Illuminate Education Quote](#). This purchase is for the platform to store our common assessments. Funded by the ESSR II Fund.

3.) [Elevate K-12 Quote](#). This purchase is for YC2S. Funded by the ESSR III Fund.

4.) [NWEA Quote](#). This purchase is district wide. Funded by the General Fund.

5.) [Edmentum/Apex Learning Courses Quote](#). This purchase is for both Ypsilanti Community High School and our ACCE program. Funded by the At Risk 31A Fund.

6.) [HMH Professional Services Quote](#). This purchase is district wide for ELA teachers, principals, coaches, and YC2S online school training. Funded by the Title 2 Fund.

7.) **HMH Amira Assessment 3-Year Subscription Quote.** This purchase is for Tier 1, 2, and 3 interventions. Funded by the ESSR III Fund.

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

- 1) Imagine Learning Quote, #265237, for a purchase amount of \$129,400.
- 2) Illuminate Education Quote, #Q-137752, for a purchase amount of \$25,553.74.
- 3) Elevate K-12 Quote, for a purchase amount of \$101,800.
- 4) NWEA Quote, #00053959, for a purchase amount of \$38,525.
- 5) Edmentum/Apex Learning Courses Quote, #Q-436734, for a purchase amount of \$108,000.
- 6) HMH Professional Services Quote, #008421850, for a purchase amount of \$109,600.
- 7) HMH Amira Assessment 3-Year Subscription Quote, #008410052, for a purchase amount of \$45,873.

Motion by Maria Goodrich, second by Gillian Ream Gainsley.

Final Resolution: Motion Carries

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

Action: B. Acceptance of Educational Program Contracts

Roadmaps/Collablify.IT, Inc. provide a platform where our students in grades 3-5 will grow their self-regulatory skills as they dive deeply in meaningful tasks that are aligned to the priority standards and the HMH Curriculum. The platform will allow our students to have choice, voice, and student agency. The contract is in the amount of \$48,118.

[Click here to view the Collablify invoice.](#)

Our contract with WISD Literacy Department will support Teacher Action Research that will support literacy strategies as well as culturally responsive practices through teacher action research. Melissa Brooks-Yip and Dr. Cathy Fleischer will work with 50-75 of our teachers as they grow their craft. The contract is in the amount of \$51,800.

[Click here to view TAR invoice.](#)

... MOVE THAT the Board of Education approve the Educational Program Contracts as presented.

Trustee Gainsley: Are these related and if so, how?

Dr. Lopez: They are an expansion of the HMH curriculum to expand grades 3 - 5. The lessons have now been connected to the Gholdy Muhammad framework all in one place. Additional training.

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

9. ACTION ITEM: Human Resources

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

The presented contract is up for Board review. It is recommended the Reid-Willis Company contract be approved. The contract is attached below; for Board view only.

... MOVE THAT the Board of Education approve the Reid-Willis Company contract as presented.

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

10. ACTION ITEMS: Business and Finance

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

The YMCA/EMU Collaborative preschool program has secured a grant to expand their daycare capacity. The collaborative currently has 3 classroom spaces and one office at the Chapelle Business Center. Recently, we walked two spaces at Chapelle that they are interested in leasing. After presenting final numbers, the collaborative is interested in moving forward with the lease of both spaces. The two spaces are the former media center (2800 square foot) and the adjacent former computer lab. This is a win-win-win as YCS is able to lease additional space at the business center (85% of spaces leased), The collaborative is able to accommodate additional children and the community has additional options for daycare. It is our recommendation that YCS approve the lease of room 107 and 110 at the Chapelle Business Center, to the YMCA/EMU Collaborative per the presented lease agreement.

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

...MOVE THAT the Board of Education accept the YMCA/EMU Room 107 and 110 Chapelle Lease for 9-1-22 to 6-30-23.

Motion by Gillian Ream Gainsley, second by Jeanice Townsend.

Final Resolution: Motion Carries

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

Action: B. Acceptance of YCHS Pool Restoration Change Order from Honeywell

The YCS Facilities Department will be making a recommendation to the YCS Board of Education on July 11th to accept a change order from Honeywell for the Phase II project on the YCHS swimming pool. We have worked closely with Honeywell to navigate the RFP process and stay within budget. This \$1.3M project started to exceed the original budget as material and labor costs have been on the rise. After the first request for proposal (RFP) came back with some elevated material and labor costs exceeding the budget, Honeywell requested permission to invest in the engineering of the RFP to better inform the respondents. This revised RFP that reflected the engineering went out in February. The responses to this revised RFP still did not bring us into our budget range, therefore, Honeywell and YCS took another approach. Honeywell afforded us the opportunity to pass some of the scope directly through YCS, removing any markup and added costs resulting from passing through Honeywell. As a result, the scope was reduced

and a net savings of approximately \$200,000 was realized. The only scope of work that was taken out of the Honeywell RFP and will be handled directly through YCS will be the ceiling work (tiles, lights and HVAC diffusers). Honeywell has been a great contractor throughout their performance contract and this is another example of how they position us for success and support us in the process.

[Click here to view the change order.](#)

.... MOVE THAT the Board of Education accept the change order from Honeywell in the amount of \$1,345,800 for the phase II portion of the YCHS pool restoration.

Mr. Rose: Explanation of the change order, the timeline for the pool, the updates and how Honeywell has helped work with our budget and cut it back a little.

Motion by Maria Goodrich, second by Yvonne Fields.

Final Resolution: Motion Carries

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

Action: C. Acceptance of the Resolution to Add the Additional 3 mills to Cover the Headlee Rollback for the November 2022 Election Board approval is being sought to add the additional 3 mills to cover the Headlee rollback for the November 2022 election.

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

...MOVE THAT the Board of Education accept, as presented, the resolution to add the additional 3 mils to cover the Headlee rollback for the November 2022 election.

Ms. Nayak: Explanation of the extra 3 mil request, it does not mean that the tax payers have to pay more.

Motion by Maria Goodrich, 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. Acceptance of AAATA 2022 Mileage

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

...MOVE THAT the Board of Education support the resolution of the Ann Arbor Area Transit Authority 2022 Mileage on the August 2022 ballot.

Trustee Gainsley: AAATA has a mileage on the August ballot for Ann Arbor, Ypsilanti, and Ypsilanti Township. Expanding routes and services. A renovation of the Ypsilanti Transit Center, it would actually be manned. No fee increases. Based on property value, if you have property worth more then you will pay more. This proposal covers all three entities. It is being used for services covering the entire area. Equity written into the goals. Tax increase: property values - Ypsilanti resident - \$104 per year, Ypsilanti Township resident - \$181 per year, Ann Arbor resident - \$450 per year

Motion by Gillian Ream Gainsley, second by Maria Goodrich.

Final Resolution: Motion Carries

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

Nay: Sharon Lee

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.

Jesse Miller: On the AAATA board, not representing the board but as a person who rides the bus. We are looking for transformational change. These expanded routes will give people options they don't have right now. Thank you for your support.

Amanda Smith: Thank you for passing the AAATA resolution. This resolution is in line with everything this board stands for.

12. DISCUSSION

Discussion: A. Board of Education Subcommittee Reports

No subcommittee reports.

13. BOARD/SUPERINTENDENT COMMENTS

Trustee Goodrich: The MASB Annual Leadership Conference is coming up in October. I enjoyed last year's and look forward to this year's.

Dr. Zachery-Ross: Looking forward to Board Retreat this July 13 - 14. Most will be attending. There is a data portion and a learning opportunity at Greenfield Village. We are welcoming our newest staff (Sean Fisher and Kacey Corbin), shifting offices to make room - all part of the SEEK grant. We are using the money appropriately according to the US Dept. of Ed. They expect certain things to happen to make sure we have the support for the grant to work. Thank you to all who helped out with Boots on the Ground, especially our partners - EMU, Motor City Sweet Treats, WCC, Ypsilanti District Library, etc. Celebrating community and belonging. Jazz in the Parking Lot on July 22, Kindergarten Round-ups in August at Perry and Ford, the F.A.C.E. Conference followed by the Back-to-School Bash for a whole day of fun. Students are back to school on August 29th. We are building that community and growing our own to fill hard-to-fill positions. Opening Day for staff is going to be so exciting. It's going to be outside and do a family reunion type style celebration. We are going to really welcome our staff back. We are ready to do the work. GLC is going well. Thank you to all the staff that is working this summer to help with the extra services. The staff members are grateful for the support.

Dr. Hawkins: Thank you to everyone for setting the board retreat up. A huge thank you for the middle school program. Ms. Neal has done a tremendous job, so much energy, work, dedication, and commitment has gone into it.

Vice President Lee: Rain date for Jazz in the Parking Lot?

Trustee Fields: T-shirts for event?

14. ADJOURNMENT OF MEETING

Meeting adjourned at 8:49 p.m.



INVOICE

Hill 222, College of Business
Eastern Michigan University
Ypsilanti, MI 48197

Invoice #	Date
2022-YHS-S	07/22/ 2022
Event	Terms
D2D-2022-S	

BILL TO

Ypsilanti Community Schools
1885 Packard Rd
Ypsilanti, MI 48197

DESCRIPTION	COHORT	FEE / COHORT	AMOUNT
Dare 2 Design Summer Camp 2022 <ul style="list-style-type: none"> Monday -Thursday at Ypsilanti schools Four hours per day High school students -1 cohort Middle school students -1 cohort Elementary students - 2 cohorts Includes curriculum and mentoring Invention supplies and laboratory access will be provided by Ypsilanti schools. Please make cheques payable to Eastern Michigan University Foundation	4	\$10000	\$40000
TOTAL			\$40000.00

Payment will be due 15 days from the date of invoice.

Please mail cheques to:
Ms. Laura Wilbanks, Chief Financial Officer
Eastern Michigan University Foundation
442B McKenny Hall, Ypsilanti, MI 48197
Office: 734.487.6540; Cell: 734.395.1834

If you have any questions about this invoice, please contact

emu_invent@emich.edu

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

A regular meeting of the board of education of the Issuer (the "Board") was held in the _____, within the boundaries of the Issuer, on the 1st day of August, 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. Act No. 99, Public Acts of Michigan, 1933, as amended, authorizes this Board to acquire real or personal property for public purposes through an installment purchase contract; and
2. The Board intends to purchase thirty-two (32) copy machines (the "Property") from Applied Innovation, Ann Arbor, Michigan (the "Vendor"), in an amount not to exceed Two Hundred Ninety-Nine Thousand Ninety-Three and 36/100 Dollars (\$299,093.36), and to enter into an installment purchase agreement (the "Installment Purchase Agreement") to finance the purchase of the Property; and
3. The outstanding balance of all Issuer purchases of lands, property or equipment for public purposes, to be paid for in installments (i.e., installment purchase agreements, land contracts, leases, etc.), and the taxable value of the real and personal property within the Issuer as of the date hereof are identified in Exhibit A; and
4. This Board desires to solicit bids from financial institutions to finance all or a portion of the cost of the Property (the successful bidder herein referred to as the "Bank").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Competitive bids for the purchase of the Property, as required by Section 1274 of the School Code of 1976, as amended, have been submitted, and the Board determines that it is in the best interest of the Issuer to accept the bid of the Vendor.
2. The Board determines that it is in the best interest of the Issuer to solicit bids from financial institutions to finance the acquisition of the Property through an Installment Purchase Agreement among the Issuer, the Bank and the Vendor for a total amount not to exceed Two Hundred Ninety-Nine Thousand Ninety-Three and 36/100 Dollars (\$299,093.36) at an interest rate of not to exceed eight percent (8%) per annum over a period of not to exceed five (5) years with monthly principal and interest payments beginning September 24, 2022, based upon a 360-day year, 30-day month.
3. A member of the administrative staff or Board of the Issuer is authorized to distribute a Solicitation for Bids to financial institutions in substantially the form attached hereto

as Exhibit B and to accept the bid which produces the lowest dollar interest cost to the Issuer within the parameters established by the Board in this Resolution.

4. The Superintendent of Schools or the President, Vice President, Secretary or Treasurer of the Board shall execute an Installment Purchase Agreement in substantially the form attached hereto as Exhibit C on behalf of the Issuer, and the executed Installment Purchase Agreement shall be delivered to the Bank.

5. The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty, with funds withdrawn from the Issuer's cash reserves.

6. The Issuer hereby irrevocably pledges to make the principal installments and interest payments on the Installment Purchase Agreement, beginning with the fiscal year 2022-2023 and during each fiscal year for which an operating budget is adopted, the first operating budget obligation within its authorized millage until such time as the principal installments and interest payments have been paid in full.

7. The Issuer hereby pledges its limited tax full faith and credit for the payment of the principal installments and interest payments on the Installment Purchase Agreement, payable from ad valorem taxes which will be levied within the authorized constitutional and statutory operating millage rate available to the Issuer and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal installments and interest payments on the Installment Purchase Agreement.

The obligation to pay the principal installments and interest payments will be the limited tax general obligation of the Issuer, and if tax collections are insufficient to pay the principal of or interest on the borrowing when due, the Issuer pledges to use any and all other resources available for the payment of principal and interest on the Installment Purchase Agreement.

8. The President, Vice President, Secretary, Treasurer, Superintendent and the Director of Business and Finance are each further authorized to execute any documents or certificates necessary to complete the transaction. Any of those officers may designate, in writing, an individual to act in their place with respect to the powers conveyed in this paragraph.

9. The useful life of the Property is hereby determined to be not less than six (6) years.

10. The Issuer hereby covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the execution of the Installment Purchase Agreement in order that interest thereon be or continue to be excluded from gross income for federal income tax purposes, including the filing of Form 8038-G or 8038-GC with the Internal Revenue Service.

11. The Issuer hereby designates the Installment Purchase Agreement as a "qualified tax-exempt obligation" for purposes of deduction of interest expense by financial institutions under the Code. In making said designation, the Board determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2022 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

12. The outstanding balance of all of the Issuer’s contractual agreements for the purchase of real or personal property, exclusive of interest, does not exceed 1.25% of the taxable valuation of real and personal property in the Issuer.

13. 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.

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

FGH/cas



EXHIBIT A

1. Total currently outstanding principal balance of all Issuer installment financing contracts (i.e., installment purchase agreements, land contracts, lease purchase agreements, etc.), plus the proposed principal borrowing under this Resolution is: \$_____.
2. The Issuer's total 2022 taxable value for all taxable property within the Issuer's geographic boundaries is \$_____.

EXHIBIT B

SOLICITATION FOR BIDS

\$299,093.36

**YPSILANTI COMMUNITY SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN**

**INSTALLMENT PURCHASE AGREEMENT
(GENERAL OBLIGATION - LIMITED TAX)**

Unconditional and firm bids for the above Installment Purchase Agreement will be received by Ypsilanti Community Schools, Washtenaw County, Michigan (the “Issuer”) at the administrative offices of the Issuer, 1885 Packard Road, Ypsilanti, Michigan 48197-1846, on Wednesday, the 10th day of August, 2022, until 11:00 o’clock in the a.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. Award of the bids will be considered by the Administration on that date.

FAXED BIDS: Bidders may submit signed bids via facsimile transmission to the Issuer at (734) 221-1214, provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at (734) 221-1200.

INSTALLMENT PURCHASE AGREEMENT DETAILS; INTEREST RATE; PAYING AGENT: The Installment Purchase Agreement will be in the form of an agreement prepared by Thrun Law Firm, P.C., and approved by the Issuer’s Board of Education among Applied Innovation, Ann Arbor, Michigan (the “Vendor”), the Issuer, and the Bank, dated the date of delivery. Monthly installments of principal and interest for a period of five (5) years will be due beginning September 24, 2022, based upon a 360-day year, 30-day month. The Installment Purchase Agreement shall bear interest at a rate not exceeding eight percent (8%) per annum. If the Bank requires the use of a paying agent for this issue, the paying agent fees, if any, are to be paid by the Bank.

REDEMPTION: The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty, with funds withdrawn from the Issuer’s cash reserves.

PURPOSE AND SECURITY: The Installment Purchase Agreement is issued for the purpose of purchasing thirty two (32) copy machines. The Installment Purchase Agreement is issued under the provisions of Act 99, Public Acts of Michigan, 1933, as amended. The Issuer has pledged the limited tax full faith and credit of the Issuer for the payment of principal and interest on the Installment Purchase Agreement. The Issuer has further pledged to levy sufficient ad valorem taxes within its authorized millage annually, as a first budget obligation, on all taxable property in the Issuer, said levy must be subject to constitutional and statutory tax rate limitations. The Issuer has reserved the right to issue additional installment purchase agreements of equal standing.

AWARD OF INSTALLMENT PURCHASE AGREEMENT: The Installment Purchase Agreement will be awarded to the Bank whose unconditional and firm bid produces the lowest dollar cost to the Issuer. Any and all fees or charges of the Bank must be incorporated into the interest rate. When the delivery date is established, the Bank will provide a payment schedule consistent with the above-referenced details.

TAX MATTERS: The Issuer has covenanted to comply with those requirements of the Internal Revenue Code of 1986, as amended (the “Code”), necessary to continue the exclusion of interest on the Installment Purchase Agreement from gross income for federal income tax purposes. The Issuer has designated the Installment Purchase Agreement as a “QUALIFIED TAX-EXEMPT OBLIGATION” within the meaning of the Code.

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, the original of which will be furnished without expense to the Bank upon delivery of the Installment Purchase Agreement.

CERTIFICATE REGARDING “ISSUE PRICE”: The Bank will be required to furnish, prior to delivery of the Installment Purchase Agreement, a certificate in a form acceptable to Issuer’s counsel as to the “issue price” of the Installment Purchase Agreement within the meaning of Section 1273 of the Code. By submitting a bid, the bidder represents to the Issuer that it intends to hold the Installment Purchase Agreement for its own account with no present intention to reoffer the Installment Purchase Agreement unless the bidder has notified Issuer’s counsel, in writing, at least 72 hours before the bid deadline that the bidder intends to reoffer the Installment Purchase Agreement.

BIDDER CERTIFICATION - NOT “IRAN-LINKED BUSINESS”: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311, et seq.

CLOSING DOCUMENTS: Drafts of all closing documents, including the form of Installment Purchase Agreement and form of legal opinion, may be requested from Thrun Law Firm, P.C. Final closing documents will be in substantially the same form as the drafts provided. Closing documents will not be modified at the request of a bidder, regardless of whether the bidder’s proposal is accepted.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked “Proposal for Installment Purchase Agreement for Ypsilanti Community Schools”.

Authorized Officer

EXHIBIT C

**INSTALLMENT PURCHASE AGREEMENT
PART I**

“OBLIGOR” means _____

“VENDOR” means _____

“Property” means _____

“Purchase Price” means \$ _____

“Contract Amount” and “Principal” mean \$ _____

“Maturity Date”, “Principal Installment”, and “Interest Payment” shall have the meanings as described in Attachment A.

“Dated Date” means _____, _____

“Interest Rate” means the interest rates pursuant to Part II of this Installment Purchase Agreement which shall be _____.

The provisions of Part II of this Installment Purchase Agreement are hereby approved and incorporated herein.

PART II

THIS INSTALLMENT PURCHASE AGREEMENT (the “Installment Purchase Agreement”) is dated as of the Dated Date by and between the OBLIGOR, a Michigan municipal corporation, the VENDOR, and _____ (the “BANK”), as assignee of VENDOR or registered assigns. All capitalized terms not defined in Part II shall have the meaning set forth in Part I.

1. Purchase Price, Title and Useful Life. The OBLIGOR agrees to purchase and VENDOR agrees to sell and provide the Property to the OBLIGOR for the Purchase Price. The Purchase Price includes all property, equipment, material, labor, tools, freights, service, cabling and installation. The BANK will pay the Contract Amount to the OBLIGOR in federal funds by wire transfer or other agreed upon method and the OBLIGOR will pay the full Purchase Price including the difference, if any, between the Contract Amount and the Purchase Price to the VENDOR immediately upon the receipt of the Contract Amount and the delivery of the Property to and acceptance of the Property by the OBLIGOR. Upon delivery to and acceptance by the OBLIGOR, title to the Property shall vest in the OBLIGOR. The OBLIGOR shall not sell, assign title to, lease, or obtain further financing with respect to the Property except with the permission of the BANK while Principal remains outstanding under this Installment Purchase Agreement. The OBLIGOR agrees that the useful life of the Property is equal to or longer than the date of the final

payment hereunder. The BANK may pledge this Installment Purchase Agreement as security for any obligation of the BANK.

2. Repayment Provisions. The OBLIGOR agrees to pay to the BANK the Principal in the Principal Installments on the Maturity Dates and interest payments on the unpaid Principal balance from the Dated Date at the Interest Rate on the Interest Payment Dates. The Interest Rate shall be the rate set forth in Part I. Interest shall accrue on the unpaid balance of the Principal from the date hereof at the Interest Rate computed on the basis of a 360-day year, 30-day month.

The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty, with funds withdrawn from the OBLIGOR'S cash reserves.

It is expressly agreed between the VENDOR and the OBLIGOR, and the BANK by acceptance of the assignment of this Installment Purchase Agreement, that the OBLIGOR shall make all payments of principal or interest due hereunder directly to the BANK or to a depository as shall be designated in writing by the BANK. The OBLIGOR further agrees that it will deposit with the BANK, or if so directed shall deposit with said depository, all payments of principal or interest due hereunder in immediately available funds at least one business day before the date on which said principal or interest due hereunder is due or in such other manner or such other time as the BANK shall approve.

3. Incorporation by Reference. The VENDOR agrees to all of the instructions, terms and conditions as outlined in the OBLIGOR'S invitation for bids and the acceptance of the VENDOR'S bid by the OBLIGOR or any other agreement between the OBLIGOR and the VENDOR to purchase the Property (the "Purchase Agreement"). In the event of a conflict in terms between this document and the Purchase Agreement the specific terms of this Installment Purchase Agreement shall govern.

4. Assignment by VENDOR to BANK. The VENDOR hereby irrevocably assigns this Installment Purchase Agreement immediately to the BANK in consideration for payment from the BANK of the Contract Amount. The OBLIGOR hereby consents to that assignment, except with respect to the warranties and other obligations of the VENDOR set forth in Paragraphs 3, 6 and 8 of this Installment Purchase Agreement, all of which shall remain the sole responsibility of the VENDOR and shall not be assignable and the VENDOR hereby acknowledges that all of said warranties and other obligations shall not be assigned and remain the sole responsibility of the VENDOR. The OBLIGOR'S obligation to the BANK is absolute and unconditional and shall remain in full force and effect until the amounts owed hereunder shall have been paid by the OBLIGOR to the BANK and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

a. Any failure of title with respect to the VENDOR'S interest in the Property or the invalidity, enforceability or termination of this Installment Purchase Agreement;

b. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Installment Purchase Agreement;

c. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement,

composition with creditors or readjustment or other similar proceedings affecting the VENDOR or any of its assets or any allocation or contest of the validity of this Installment Purchase Agreement, or the disaffirmance of this Installment Purchase Agreement in any such proceedings;

d. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the VENDOR from the performance or observation of any obligation, covenant or agreement contained in this Installment Purchase Agreement;

e. The default or failure of the VENDOR fully to perform any of its obligations set forth in this Installment Purchase Agreement or any other agreement; or

f. Any casualty or destruction of the Property.

After payment of the Contract Amount, the BANK shall have no liability for payment of monies to the VENDOR or for the performance of any obligations to the VENDOR. The VENDOR represents and warrants that the assignment of this Installment Purchase Agreement to the BANK does not violate any agreement, contract, or loan agreement to which it is a party and that the Installment Purchase Agreement has been duly executed and delivered by the VENDOR.

5. Limited Tax General Obligation. The obligation of the OBLIGOR to pay Principal Installments and interest payments is a limited tax general obligation subject to applicable constitutional, statutory and charter limitations, if any, on the taxing power of the OBLIGOR. The OBLIGOR shall include in its budget and pay each year, until this Installment Purchase Agreement is paid in full, such sum or sums as may be necessary each year to make payments of the Principal Installments and interest when due.

6. Delivery Date. It is agreed that the VENDOR has delivered or will deliver the Property. If the Property is not delivered simultaneously with the execution of this Installment Purchase Agreement, the VENDOR agrees to deliver the Property as provided in the Purchase Agreement.

7. Tax Covenant. The OBLIGOR covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Installment Purchase Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. The OBLIGOR has designated this Installment Purchase Agreement as a “qualified tax-exempt obligation” within the meaning of the Internal Revenue Code of 1986, as amended.

8. Warranty. Warranties, if any, with respect to the Property shall not be assigned but shall remain enforceable by the OBLIGOR.

9. Entire Agreement. Except for closing documents delivered in connection with the Installment Purchase Agreement to the BANK, this Installment Purchase Agreement (including the provisions of the Purchase Agreement incorporated by reference in Paragraph 3 above) constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

10. Amendments. Any attempt to modify the term of this Installment Purchase Agreement or of any supporting document shall be ineffectual unless approved in writing by the BANK.

11. Counterparts. This Installment Purchase Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

VENDOR:

APPLIED INNOVATION
ANN ARBOR, MICHIGAN

OBLIGOR:

YPSILANTI COMMUNITY SCHOOLS
COUNTY OF WASHTENAW
STATE OF MICHIGAN

By: _____
Its: _____

By: _____
Its: _____

Approved:

BANK:

(NAME OF BANK)

By: _____

Its: _____



ATTACHMENT A
MATURITY SCHEDULE

MATURITY DATE	PRINCIPAL INSTALLMENT	INTEREST PAYMENT	TOTAL
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TOTAL