



**Monday, August 16, 2021**  
**SPECIAL MEETING Agenda | Electronic Meeting VIA Zoom; see "IMPORTANT MESSAGE(S) REGARDING THIS MEETING"**

**YCS Board of Education Meeting | Meeting will be held electronically via Zoom in accordance with DHHS Emergency Order and PA 254 of 2020 (COVID-19)**  
**1885 Packard Road | Ypsilanti, MI 48197 | 734.221.1230 | 6:30 p.m.**

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

A. Roll Call of Board of Education Members

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**2. IMPORTANT MESSAGE(S) REGARDING THIS ELECTRONIC MEETING**

A. Electronic Meeting (via Zoom) In Accordance with DHHS Emergency Order and PA 254 of 2020; COVID-19

B. Electronic Meeting Guidelines

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

A. Pledge of Allegiance

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**4. ACCEPTANCE OF AGENDA**

A. Acceptance of Agenda

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**5. PUBLIC COMMENTS #1: Electronic Participation**

A. Guidelines for Public Comment

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**6. CONSENT AGENDA**

A. Consent Agenda

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**7. REQUEST FOR CLOSED SESSION**

A. Closed Session- Pursuant to Sections 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute

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**8. REQUEST TO RETURN TO OPEN SESSION**

A. Approval to return to Open Session

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**9. ACTION ITEM: Business and Finance**

A. Approval of Resolution Authorizing the Sale of the property located at 800 Railroad Street, Ypsilanti, MI 48197.

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**10. ACTION ITEM: Human Resource**

A. Approval of Administrative Contract

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**11. PUBLIC COMMENTS #2: Electronic Participation**

A. Guidelines for Public Comment

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**12. BOARD/SUPERINTENDENT COMMENTS**

A. Board/Superintendent Comments

**13. STRATEGIC PLANNING/MONITORING/EVALUATING: Mary Kerwin, Facilitator | Senior Consultant, Michigan Association of School Boards (MASB)**

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A. Phases in Strategic Planning

B. Board Self Evaluation/Superintendent Progress Monitoring

**14. ADJOURNMENT OF MEETING**

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A. Adjournment of Meeting

**REGULAR MEETING Agenda | Electronic Meeting VIA Zoom; see "IMPORTANT MESSAGE(S) REGARDING THIS MEETING" (Monday, August 2, 2021)**

Generated by Julie Haines on Monday, August 2, 2021

**Members present**

Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

**Meeting called to order at 6:30 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. IMPORTANT MESSAGE(S) REGARDING THIS ELECTRONIC MEETING

Information: A. Electronic Meeting (via Zoom) In Accordance with DHHS Emergency Order and PA 254 of 2020; COVID-19

**IMPORTANT MESSAGE: This meeting of the Ypsilanti Community Schools Board of Education will proceed electronically in accordance with DHHS Emergency Order and PA 254 of 2020.**

If participants do not have technology access, please contact our Director of Technology Nik Jackson for accommodation: [techdirector@ycschools.us](mailto:techdirector@ycschools.us).

**Public viewers please use the following link to watch the live stream: <https://www.facebook.com/ypsilanticommunityschools>**

**-or join directly on Zoom-**

<https://us02web.zoom.us/j/83401100127>

The public can register their attendance at the following link. If they would like to ask a question or make a public comment to the Board, there is a place for that, as well:

- Live form: [http://bit.ly/YCS\\_BOE\\_Comments](http://bit.ly/YCS_BOE_Comments)
- Call in to speak during public comments time: **734-221-1081**

As public comments come in, they will be collected in the order received in the following spreadsheet. Board and Cabinet are the only ones with access:

- Formatted Public Comments: [https://bit.ly/YCS\\_BOE\\_FormattedComments](https://bit.ly/YCS_BOE_FormattedComments)
- Sheet Collecting Attendance and Comments: [http://bit.ly/YCS\\_BOE\\_PublicCommentsCollected](http://bit.ly/YCS_BOE_PublicCommentsCollected)

Information: B. Electronic Meeting Guidelines

**ELECTRONIC MEETING GUIDELINES: Because electronic meetings are new to the Ypsilanti Community Schools Board of Education, it is appropriate to outline those procedures which may vary from typical meeting procedures.**

#1: Board members will be asked to state their name when making motions and seconds for the benefit of the audience.

#2: All votes are urged to be taken by roll call for clarity.

#3: The Chair will strive to recognize Board members by name before they speak. In the event this does not happen, trustees are encouraged to announce their own name or may be reminded to do so.

#4: Audience members will be muted until recognized by the Chair during public comment(s).

#5: People who speak during public comment time will be asked to state their name and topic before speaking.

#6: If there is a closed session in a meeting, it will take place in a separate Zoom session. The regular meeting will remain open until the Board returns from closed session.

#7: Board members must avoid using email, texting, instant messaging and other electronic forms to communicate with each other or with members of the public during the meeting.

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

4. ACCEPTANCE OF AGENDA

Action: A. Acceptance of Agenda

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

Motion by Meredith Schindler, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

5. PRESENTATION

Presentation: A. MICIP/Performance Management

Dr. Carlos Lopez, Assistant Superintendent, will provide an explanation of YCS' Michigan Integrated Continuous Improvement Process (MICIP). MICIP is a pathway for districts to improve student outcomes by assessing the needs of the whole child. All Michigan districts are required by the Michigan Department of Education (MDE) to develop plans and coordinate funding around the data reviewed by the MICIP team.

Click [here](#) to view presentation.

## 6. PUBLIC COMMENTS #1: Electronic Participation 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.

### Virtual Public Comment Information:

The public can register their attendance at the following link. If they would like to ask a question or make a public comment to the Board, there is a place for that, as well:

- Live form: [http://bit.ly/YCS\\_BOE\\_Comments](http://bit.ly/YCS_BOE_Comments)
- They can also call in to speak during public comments time at **734-221-1204**

As public comments come in, they will be collected in the order received in the following spreadsheet. Board and Cabinet are the only ones with access:

- Formatted Public Comments: [https://bit.ly/YCS\\_BOE\\_FormattedComments](https://bit.ly/YCS_BOE_FormattedComments)
- Sheet Collecting Attendance and Comments: [http://bit.ly/YCS\\_BOE\\_PublicCommentsCollected](http://bit.ly/YCS_BOE_PublicCommentsCollected)

No public comments.

## 7. CONSENT AGENDA

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

Resolution: ... MOVE THAT the Board of Education approve the: 1) July 12, 2021, Regular Meeting Minutes 2) July 12, 2021, Special Meeting Minutes 3) Personnel matters as per the presented list dated 7/22/21; New Hires, Resignations, and Retirements.

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

- 1) July 12, 2021, [Regular Meeting Minutes](#)
- 2) July 12, 2021, [Special Meeting Minutes](#)
- 3) [Personnel matters](#) as per the presented list dated 7/22/21; New Hires, Resignations, and Retirements.

Motion by Sharon Lee, second by Ellen Champagne.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

## 8. DISCUSSION

Discussion: A. Second Reading of NEOLA Policy Updates - Vol. 35, the EDGAR Collection, and Nondiscrimination/Anti-Harassment Policies

Re: NEOLA of Michigan Local Templates/Policy Updates - **Vol. 35, No. 2 - February 2021**, The Edgar Revisions, and Nondiscrimination/Anti-Harassment Policies Update

The Board of Education shall adopt bylaws and policies for the organization and operation of this Board and the District. The Policy subcommittee has recently reviewed the following, and has now submitted these to begin the approval process.

## 9. ACTION ITEM: Neola Policy Updates

Action: A. Adoption of the NEOLA Policy Updates

Re: NEOLA of Michigan Local Templates/Policy Updates - **Vol. 35, No. 2 - February 2021**, The Edgar Revisions, and Nondiscrimination/Anti-Harassment Policies Update

The Board of Education shall adopt bylaws and policies for the organization and operation of this Board and the District. The Policy subcommittee reviewed the NEOLA policies and the Board had its first reading at its previous board meeting. The second reading occurred earlier in the meeting and pending no additional changes or discussion required, the board will consider adopting the policies.

The following bylaws/policies are included in the Vol. 35, No. 2 packet:

1. #2260.01: Section 504/ADA Prohibition Against Discrimination Based on Disability
2. #7440.01: Video Surveillance and Electronic Monitoring
3. #8321: Criminal Justice Information Security (Non-Criminal Justice Agency)
4. #8330: Student Records
5. #8400: School Safety Information
6. #8450.01: Protective Facial Coverings During Pandemic/Epidemic Events
7. #8500: Food Services

The following bylaws/policies are included in the Edgar packet:

1. #6114: Cost Principles - Spending Federal Funds
2. #6325: Procurement - Federal Grants/Funds

3. #7450: Property Inventory
4. #7455: Accounting System for Capital Assets

The following bylaws/policies are included in the Nondiscrimination/Anti-Harassment Policies packet:

1. #1422: Nondiscrimination and Equal Employment Opportunity
2. #1623: Section 504/ADA Prohibition Against Disability Discrimination in Employment
3. #1662: Anti-Harassment
4. #2260: Nondiscrimination and Access to Equal Educational Opportunity
5. #3122: Nondiscrimination and Equal Employment Opportunity
6. #3123: Section 504/ADA Prohibition Against Disability Discrimination in Employment
7. #3362: Anti-Harassment
8. #4122: Nondiscrimination and Equal Employment Opportunity
9. #4123: Section 504/ADA Prohibition Against Disability Discrimination in Employment
10. #4362: Anti-Harassment
11. #5517: Anti-Harassment

...MOVE THAT the board of education adopt the NEOLA policy updates, as presented: Vol. 35, EDGAR Collection, and Nondiscrimination/Anti-Harassment Policies.

Motion by Meredith Schindler, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

#### 10. ACTION ITEM: Human Resources

Action: A. Approval of Assistant Principal Employee Contract: Sue McCarty, Director of Human Resources

The presented Administrative Contract is provided for the position of Assistant Principal of Instruction at Ypsilanti Community Middle School for review. It is recommended that the Board approve the employment contract of Mr. Reginald Olds.

[Click here to view Mr. Reginald Olds' resume.](#)

... MOVE THAT the Board of Education approve the Administrative Contract of Reginald Olds with the official commencement date of August 3, 2021.

Motion by Sharon Lee, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

Action: B. Approval of Assistant Principal Employee Contract: Sue McCarty, Director of Human Resources

The presented Administrative Contract is provided for the position of Assistant Principal of Instruction at Ypsilanti Community Middle School for review. It is recommended that the Board approve the employment contract of Mr. Lavell Blanchard.

[Click here to view Mr. Lavell Blanchard's resume.](#)

... MOVE THAT the Board of Education approve the Administrative Contract of Lavell Blanchard with the official commencement date of August 3, 2021.

Motion by Sharon Lee, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

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

Action: A. Approval of the Bus Lease Agreement for 2021-2022: Priya Nayak, Director of Business Services and Finance

Hoekstra Leasing is a bus company that leases buses to various school districts. YCS will need four additional buses to insure adequate transportation for the students during the 2021-2022 school year. The administration is requesting that the Board approve the lease of four buses for the year at a total of \$91,000. We previously leased (6) additional buses, with school mostly remote last year we did not lease these additional buses. These (4) buses are needed to fill the gap.

[Click here to view the leasing agreement.](#)

... MOVE THAT the Board of Education approve the Hoekstra Leasing bus lease for the period of 8-15-21 to 8-15-22 for four buses in the total amount sum of \$91,000.

Motion by Meredith Schindler, second by Ellen Champagne.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

Action: B. Donation: Backpacks from Costco Warehouse: Alena Zachery-Ross, Superintendent

Costco Warehouse donated 900 backpacks worth approximately \$5660.00 for the YCS students. We are very appreciative of the support that Costco has provided to the students of YCS by donating back packs to our students for the past several years. Thank you, Costco!

.... MOVE THAT the Board of Education accept a donation of 900 backpacks valued at approximately \$5660.00 from Costco Warehouse.

Motion by Sharon Lee, second by Meredith Schindler.  
 Final Resolution: Motion Carries  
 Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

Action: C. Donation: Upright Piano: Alena Zachery-Ross, Superintendent  
 Community member and long-time YCS supporter, Mrs. Cynthia Wilbanks, donated an upright piano made by Story and Clark that has an average resale value of \$1200. We appreciate the ongoing support that the Willbanks family has provided to YCS over the years.  
 Thank you, Mrs. Willbanks!

.... MOVE THAT the Board of Education accept a donation of an upright piano from Mrs. Cynthia Wilbanks with an average resale value of \$1200.

Motion by Yvonne Fields, second by Meredith Schindler.  
 Final Resolution: Motion Carries  
 Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

## 12. ACTION ITEM: Other

Action: A. Adoption of JUUL Litigation Resolution: Priya Nayak, Director of Business and Finances  
 In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Lawsuit"). Thrun Law Firm is representing Michigan schools in a similar lawsuit. The purpose of this resolution is to provide Thrun Law Firm the authority to include YCS in this upcoming litigation. There is no cost to the district and no fees unless there is a judgment awarded and fees will be provided from the amount granted to each district.  
 Click [here](#) to view the resolution.

...MOVE THAT the board of education adopt the JUUL Litigation Resolution, as presented.

Motion by Sharon Lee, second by Ellen Champagne.  
 Final Resolution: Motion Carries  
 Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

## 13. PUBLIC COMMENTS #2: Electronic Participation

Information: A. Guidelines for Public Comment

### Public Comment Protocol

*Pursuant to Board of Education Policy 0167.3*

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## 14. DISCUSSION

Discussion: A. Subcommittee Reports

**Vice President Lee:** Just to inform the board that the preschool subcommittee is on break until to October and I hate to say that I did miss the YCS foundation meeting last Tuesday. I was stuck in traffic and couldn't make it back home in time to get online, so I will attend the next one next month.

**Trustee Schindler:** We've heard from the Policy Committee, we've got policies. We haven't met otherwise just letting the public know. The Sex Ed Advisory Board and the coordinated school health team are both on break for summer.

**President Hawkins:** The only thing I will note is that the Finance Committee met and we are just preparing for our upcoming audit.

## 15. BOARD/SUPERINTENDENT COMMENTS

**Trustee Fields:** I just want to comment on the on the jazz festival we had a couple weeks ago. That was really nice and very successful. I was so glad that we were able to pull it off with the threatening of the weather, I didn't think we're going to be able to do that but we did. I just want to say it turned out, really, really nice. I was glad to see that we still had a nice crowd and we still have committed people who like to come to our event, so it was really nice.

**Superintendent Zachery-Ross:** We want to show a video from the art department. They have done such a tremendous job

pivoting. We all have had to pivot. They demonstrated this as we know they were supposed to go to Washington D.C. and monies were raised. They were able to instead working with the city and Rotary put the banners up in Depot Town and had a wonderful ceremony in which Dr. Hawkins spoke. They wanted to commemorate it so they've created this video. This video will be available and we'll put on our website. that And we just want to thank the Communications Committee, as well as the art department for their leadership in this work. Thank you for providing us that opportunity to share. We are so proud of our students, we're proud of our staff, and the community for wrapping their arms around each and every one of them. I think this is just an example of the work that the Board is leading and when we start seeing it with students, then that means that the work is truly getting done, we're not merely talking about things at a meeting. This is happening and it's because of our standing and our outstanding staff as well, so I thank each and every one of our staff members who made this possible. This is the Grizzly Nation.

**President Hawkins:** Thank you so much, Dr. Zachery-Ross for allowing us to see this beautiful tribute to our talented, creative, and just brilliant YCS students. And a huge thanks. I didn't have any comments but now I have a comment. I'm so moved by the video. It was amazing. So a huge thanks to whoever put the video together, all the hands that played a part in putting the video together. What our students and our family, our teachers, our staff, and our administrators, the persistence, the perseverance, and the commitment and dedication to our YCS students is just absolutely phenomenal. So I just say thank you. This was a beautiful video and I hope that you could share this with us so that we can share it with others and brag about YCS and Grizzly Nation.

**Superintendent Zachery-Ross:** I do want to recognize and just acknowledge the fact that it is August 2 and we do not have bell times to our families. I want to acknowledge that. We are working with transportation. We thought it would be today and we are just really hoping by tomorrow at the latest that a letter will be sent out with the bell times, we'll talk about coming back to school and those expectations. We also know we've gotten a lot of questions and some of this changing has to do with the buses but also what kind of after school opportunities will there be and working with our partners and being sure that we can give one answer so our yes means yes and no means no. So know that we're working together with all of those but I don't want to just avoid. I want to make sure people know that we are taking this very seriously. We know they need to make plans and so we're working diligently together. In addition, we aren't having the traditional Back to School bash. We are working with Pastor Wimberley. They're going to do a drive-through backpack drive. We are also going to have boxed food and lunches for the families who come to the drive-through. However, you just approved, and we thank Costco for their donation - every student, when they come to class will get a backpack so it's not that our students won't get it, they're getting it in school and one of the things is we always give to anybody who shows up, to the Back to School bash, but we want to make sure every single one of our students has a backpack. We know with social distancing, we are concerned because we know that children are not vaccinated so bringing in a whole bunch of children to the Back to School bash we thought to partner with the church. They're going to provide backpacks and supplies. We're providing the food and we will make sure that every single child in our school has a backpack in their classroom at their desk. In addition, just wanted to thank the people from Jazz in the Parking Lot. It was an amazing event. Thank you to Taryn and to the entire committee. Thank you to all of our custodians and grounds folks. They did a lot to prepare for that so thank you to all of them. We're still doing Boots on the Ground and we're seeing people enroll constantly so we want to just continue to welcome everyone to enroll. If you so happen to be at Briarwood Mall, you will see the wonderful display and again thank you, Taryn and the Communications Committee. It's amazing, the display at Briarwood about YCS. It's something worth going to see. Finally, we want to welcome our principals, all of our building administrators returned today. Our teachers return back on August 16 and our students on August 30 and considering is August 2, it's all happening very quickly. So thank you to everyone who worked the summer planning, making sure that we are coming back to a safe environment and people who are continuing to plan. Some of our teachers have been in working on curriculum already. Some of them have been starting to come in with the compassion resilience circles that we will be training, not only to have them available for staff members for six weeks to meet together to be support but also compassionate resilience circles for our parents and families because we know this transition is not going to be just simple. We see the variant is coming, so we know we're going to have to provide support and so people are trained in every single building so that each building can offer their own circles for staff and for students. So thank you to all the staff who've been coming in early and getting trained and will be providing training to our parents and our own staff members.

**Trustee Schindler:** I wanted to commend the Art Department on their amazing work and the students on their amazing work and what a video! So moving.

#### 16. REQUEST FOR CLOSED SESSION

Action: A. Closed Session- Pursuant to Sections 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute

... MOVE THAT the Board of Education go into closed session pursuant Section 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute.

Motion by Sharon Lee, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

#### 17. REQUEST TO RETURN TO OPEN SESSION

Action: A. Approval to return to Open Session

... MOVE THAT the Board of Education return to Open Session

Motion by Meredith Schindler, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields

#### 18. ADJOURNMENT OF MEETING

Meeting Adjourned at 8:32 p.m.

Board of Education

Name	Location	Position	Starting in August
<b>New Hire</b>			
Gering, Sarah	Holmes	2nd Grade	Yes
Saucedo, Bonita	ACCE	Art Teacher	Yes
<b>Resignations</b>			
Taylor-Franklin, Rochelle	Fod/Holmes	Media Specialist	
Wilinski, Rebecca	High School	Social Studies	
<b>Retired</b>			
		Prepared by Lois Nowling	
		8/9/2021	

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



**YPSILANTI COMMUNITY SCHOOLS  
COUNTY OF WASHTENAW**

**RESOLUTION TO SELL DISTRICT PROPERTY**

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A regular meeting of the Board of Education (the “Board”) of Ypsilanti Community Schools (the “School District”), County of Washtenaw, State of Michigan, was held in the School District on the 16th day of August, 2021, at 6:30 p.m.

The meeting was called to order by \_\_\_\_\_.

**Present:** \_\_\_\_\_

**Absent:** \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

**WHEREAS**, the District received an offer from Nabil Salamey (the “Purchaser”) to purchase real property owned by the District located at 800 Railroad Street, Ypsilanti, Michigan 48197 (the “Property”), which Property is more fully described in the Offer to Purchase Real Estate (the “Purchase Agreement”), a copy of which is attached hereto and made a part of hereof as Attachment “1”; and

**WHEREAS**, the Board has determined that the Property is no longer necessary for school purposes and that it would be in the best interests of the District to sell the Property to the Purchaser upon the terms and conditions contained in the Purchase Agreement; and

**WHEREAS**, Dr. Alena Zachery-Ross, Superintendent of Schools, and Purchaser executed the Purchase Agreement, subject to Board ratification and approval; and

**WHEREAS**, the Board desires to authorize and direct Dr. Alena Zachery-Ross, Superintendent of Schools, to make any revisions to the Purchase Agreement not inconsistent with this resolution, and to take any other action to sell the Property, subject to review and approval by the District's legal counsel.

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

1. The Board authorizes the sale of the Property to Purchaser.
2. The Board approves and ratifies the Purchase Agreement in the form attached hereto as Attachment “1”.
3. The Board authorizes Dr. Alena Zachery-Ross, Superintendent of Schools, to execute all closing documents necessary to effectuate the sale of the Property, subject to review and approval of the District’s legal counsel.

4. The Board confirms that as a result of the merger of the School District of the City of Ypsilanti, commonly referred to as Ypsilanti Public School District, and Willow Run Community Schools, Ypsilanti Community Schools is the successor corporate entity and School District to the School District of the City of Ypsilanti.
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

**Ayes:** \_\_\_\_\_

**Nays:** \_\_\_\_\_

Resolution declared adopted.

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Meredith Schindler  
Secretary, Board of Education  
Ypsilanti Community Schools

The undersigned duly qualified and acting secretary of the Board of Education of Ypsilanti Community Schools, County of Washtenaw, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on August 16, 2021, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

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Meredith Schindler  
Secretary, Board of Education  
Ypsilanti Community Schools

# *Attachment 1*

## OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in Washtenaw County, Michigan, described as follows:

and more particularly described on Exhibit A attached hereto (the "Premises")

Subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE PURCHASE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto marked as Exhibit B conveying marketable title. The purchase price for the Premises (the "Purchase Price") shall be the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). Seller hereby acknowledges the receipt of \$86,500 towards said purchase price and that the balance of \$38,500 shall be payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance (the "Commitment"), together with copies of all instruments affecting title and shown as exceptions on the Commitment, through the Liberty Title Agency (the "Title Company"), in an amount not less than the Purchase Price bearing date later than the acceptance hereof with the policy pursuant thereto to be issued insuring Purchaser. The Commitment shall be for an ALTA owners policy of title insurance "without standard exceptions", but Seller's obligation with respect to surveys shall be limited to delivering to Purchaser a copy of Seller's most recent survey for the Premises, and Purchaser shall be responsible for obtaining any other survey required to allow the Title Company to issue such Commitment. Purchaser shall be allowed to have access to previously prepared surveys of the Premises at no additional charge. If the Title Company requires an ALTA survey, Seller will be responsible for the cost of converting said survey to an ALTA survey, or other type of survey the Title Company will require to issue a Title Commitment "without standard exceptions". Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the Earnest Money Deposit as liquidated damages.

4. In the event of default by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title and/or survey is made within five (5) business days of delivery of the Commitment, that the title and/or survey is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either (1) to remedy the title and/or survey defects set forth in said written notice or (2) to refund the Earnest Money Deposit in full termination of this

Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title and/or survey defects and accept the title "As Is". If the seller is able to remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale within the later of ten (10) days of receipt thereof or upon the Closing date set forth in Paragraph 13.

6. All special assessments which have been assessed upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are assessed after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the land shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises are located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1, respectively. Water bills shall be prorated and adjusted as of the date of the Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed.

7. It is understood that this Offer is irrevocable for thirty (30) days from the date hereof, and if not accepted by the Seller within that time, the Earnest Money Deposit shall be returned forthwith to the Purchaser. If the Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 13.

8. The Purchaser is hereby authorized to make this offer without an "Earnest Money Deposit to be held in escrow by the Title Company inasmuch as Seller is holding \$86,500.00, as referenced above, to be applied to the Purchase Price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer, the Closing and all of Purchaser's obligations hereunder are contingent upon all of the following:

- A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have thirty (30) days after the Date of acceptance of this Offer ("Inspection Period") in which to conduct investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluation may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises, such as a brownfield; (iv) a verification that there are no existing special assessments affecting the

Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable zoning, building and use restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey.

Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises upon a minimum of 48 hours prior notice at reasonable times for the purposes of performing Purchaser's Evaluations, provided Purchaser has executed the Release attached hereto and marked as Exhibit C and obtained such a Release from its Representatives. Purchaser shall indemnify and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees. In the event that Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time provided that Purchaser deliver to the Seller, free of charge, a copy of, in both electronic and hard copy formats any and all documents, engineering plans, condominium documents with exhibits, reports, assessments, surveys, site pans, the Concept Plan, any Governmental Approvals and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises, except architectural elevations and floor plans for any of Purchaser's planned structures on the Premises, which shall remain the property of Purchaser and may not be used without the consent and agreement of Purchaser (collectively the "Documents") and shall represent and warrant to the Seller that Purchaser and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense.

- B. Purchaser obtaining all necessary financing and/or funding for Purchaser to close on the Property.

PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD EXPIRES, PURCHASER HAS ACCEPTED THE PREMISES AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN THIS PARAGRAPH AND IN PARAGRAPH 11 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO SOIL CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGES CAUSED

BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER AND ARISING UNDER ANY ENVIRONMENTAL LAWS.

11. By consummation of this transaction (Closing), Purchaser represents to Seller that it has inspected all aspects of the Premises and is fully informed with respect to and satisfied with its present and existing condition, including but not limited to its environmental condition. Purchaser understands and agrees that Seller makes and has made no representations or warranties whatsoever with regard to the condition of the Premises other than as contained in this Agreement, if any, and Purchaser takes the Premises in its presently existing "AS IS, WHERE IS, AND WITH ALL FAULTS" condition, and expressly assumes all risks with respect thereto. This provision shall survive Closing. Any information provided to Purchaser by Seller is furnished for background only, is furnished to the extent available, without warranty or representation as to accuracy, usefulness or completeness, and shall not be relied upon by Purchaser in its due diligence.

Except as may be otherwise provided for in this Agreement, effective as of Closing, Purchaser shall be deemed to have released Seller from and waives all claims, demands, actions, and causes of action against Seller for damages, losses, expenses or injuries arising out of the condition of the Premises, including but not limited to claims, demands, actions, and causes of action for damages, losses, expenses or injuries arising out of environmental conditions on the Premises as of the Closing.

12. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

13. If this Offer is accepted by Seller and if title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer to Purchase or delivery of the Commitment of Title Insurance to Purchaser ("Closing"). The Closing of this sale shall take place at the office of the Title Company, or as otherwise agreed to by the parties. By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer.

14. Purchaser agrees to indemnify and hold Seller harmless from any claims, suits, damages, costs, losses and any expenses resulting and arising from and out of Purchaser's or their officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

15. Seller represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller

that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

16. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller.

17. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgement of the signature of the last party to sign this Offer.

18. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance shall be the next following business day.

19. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. This Offer to Purchase Real Estate shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state.

21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties. This Offer may be executed by the parties and may be effective when sent by facsimile.

22. This Offer, along with all attachments, constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

23. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

24. Neither party shall assign any of its rights under this Agreement without the prior written consent of the other party.

25. Time is of the essence of this Agreement.

*{Remainder of Page Intentionally Left Blank}*



**IN THE PRESENCE OF:**

DAVID DAUFLOCHTO

**IN THE PRESENCE OF:**

Julie K. Hinn

**PURCHASER:  
NABIL SALAMEY**

By: Nabil Salamey

Its: Nabil Salamey, Personally

Date: 8/4/21

**SELLER:  
YPSILANTI COMMUNITY SCHOOLS**

By: Alexa Zepke Ross

Its: Superintendent

Date: 8/9/21