



Monday, August 2, 2021
REGULAR 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.

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

A. Roll Call of Board of Education Members

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

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

A. Pledge of Allegiance

4. ACCEPTANCE OF AGENDA

A. Acceptance of Agenda

5. PRESENTATION

A. MICIP/Performance Management

6. PUBLIC COMMENTS #1: Electronic Participation

A. Guidelines for Public Comment

7. CONSENT AGENDA

A. Consent Agenda

8. DISCUSSION

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

9. ACTION ITEM: Neola Policy Updates

A. Adoption of the NEOLA Policy Updates

10. ACTION ITEM: Human Resources

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

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

11. ACTION ITEMS: Business and Finance

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

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

C. Donation: Upright Piano: Alena Zachery-Ross, Superintendent

12. ACTION ITEM: Other

A. Adoption of JUUL Litigation Resolution: Priya Nayak, Director of Business and Finances

13. PUBLIC COMMENTS #2: Electronic Participation

A. Guidelines for Public Comment

14. DISCUSSION

A. Subcommittee Reports

15. BOARD/SUPERINTENDENT COMMENTS

A. Board/Superintendent Comments

16. REQUEST FOR CLOSED SESSION

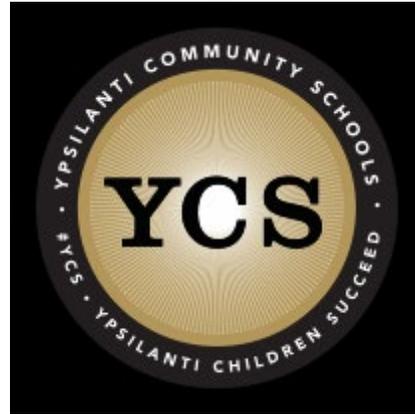
A. Closed Session- Pursuant to Sections 8(h) of the Open Meetings Act to consider material exempt from discussion or disclosure by state or federal statute

17. REQUEST TO RETURN TO OPEN SESSION

A. Approval to return to Open Session

18. ADJOURNMENT OF MEETING

A. Adjournment of Meeting



Overview of the YCS MICIP Process School Board Presentation

Monday, August 2, 2021

6:00 p.m.

Overview of the YCS MICIP Process

- **Goal 1:** Improve Literacy Achievement as Measure by State and Local Assessments
- **Goal 2:** Improve Mathematics Achievement as Measure by State and Local Assessments
- **Goal 3:** All Students will Learn Self-Regulatory Skills in a Safe, Healthy, and Nurturing Learning Environment

Goal 1: Improve Literacy Achievement as Measure by State and Local Assessments

Define a Measurable Goal: Student academic achievement for all subgroups (Black, EL, and Special Education students) in grades 3-11 in the area of literacy (reading and writing) will increase by 20% as a result of 100% of ELA teachers having been fully trained in and having implemented the HMH Tier 1 Literacy Curriculum with fidelity as measured by state and local assessments by June 2024.

Goal 1: Improve Literacy Achievement as Measure by State and Local Assessments

Literacy (Reading and Writing) Strategy Implementation Guide Template

- **Strategy 1: Teacher Collaborative Routines** – (Visions of High Quality Instruction)
- **Strategy 2: HMH Tier 1 – Balanced Literacy Lesson Delivery and Instructional Pacing** (Instructional Infrastructure)
- **Strategy 3: MTSS – Intense Student Support Network** (Addressing the Academic and Non-Academic Needs of Each Student)
- **Strategy 4: Instructional Leadership Routines** (Leader Actions)
- **Strategy 5: Culturally Responsive Teaching**

Goal 2: Improve Mathematics Achievement as Measure by State and Local Assessments

Define a Measurable Goal: Student academic achievement for all subgroups (Black, EL, and Special Education students) in grades 3-11 in the area of math literacy will increase by 20% as a result of 100% of Math teachers having been fully trained in and having implemented the EDM / Big Ideas Tier 1 Literacy Curriculum with fidelity as measured by state and local assessments by June 2024.

Goal 2: Improve Mathematics Achievement as Measure by State and Local Assessments

Mathematics Strategy Implementation Guide Template

- **Strategy 1: Teacher Collaborative Routines** – (Visions of High Quality Instruction)
- **Strategy 2: MATH Tier 1 – Balanced Literacy Lesson Delivery and Instructional Pacing** (Instructional Infrastructure)
- **Strategy 3: MTSS – Intense Student Support Network** (Addressing the Academic and Non-Academic Needs of Each Student)
- **Strategy 4: Instructional Leadership Routines** (Leader Actions)
- **Strategy 5: Culturally Responsive Teaching**

Goal 3: All Students Will Learn Self-Regulation Skills in a Safe, Healthy, and Nurturing Learning Environment

Define a Measurable Goal: Office disciplinary referrals and suspensions will be reduced by 50% by June 1, 2022 as a result of 100% of YCS teachers having been trained on how to teach students the Self-Control Executive Function Skills they need to succeed and learn and be ready for rigor. They will use practice from PBIS, Trauma Informed and Resilient Practices, Restorative Practices, Conscious Discipline, SEL TRAILS Modules, etc.

Goal 3: All Students Will Learn Self-Regulation Skills in a Safe, Healthy, and Nurturing Learning Environment

YCS Culture and Climate SEL Strategy Implementation Guide Template

- **Strategy 1: Teacher Disposition** (Removing Labels and Deficit Thinking and Focusing on Asset Thinking and Shifting our Mindset for Success through a Whole Child Approach)
- **Strategy 2: Intense Student Support Network** (Leading Restorative Practices / Social Emotional Strategies by Addressing the Academic and Non-Academic Needs of Each Student through a Whole Child Approach)
- **Strategy 3: Executive Function Skills** (All students will learn self-regulatory and self-control skills in a safe, healthy, and nurturing learning environment through a Whole Child Approach).
- **Strategy 4: MI Blueprint for Comprehensive Student Recovery Focus on Wellness** (Addressing the Non-Academic Needs of Each Student through a Whole Child Approach)
- **Strategy 5: Culturally Responsive Teaching** (A School Culture that Fosters Positive Identity, Belonging, Agency, and Purpose Aligned with Explicit Anti-Racist Discussions, Practices and Action through a Whole Child Approach)

REGULAR MEETING Agenda | Electronic Meeting VIA Zoom; see "IMPORTANT MESSAGE(S) REGARDING THIS MEETING" (Monday, July 12, 2021)

Generated by Julie Haines on Tuesday, July 13, 2021

Members present

Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich

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@yoschools.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
- Call in to speak during public comments time: **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:

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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.

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#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 Sharon Lee, second by Meredith Schindler.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich

5. 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.

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No public comments.

6. CONSENT AGENDA

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

Resolution: ... MOVE THAT the Board of Education approve the: 1) June 21, 2021, Regular Meeting Minutes 2) Personnel matters as per the presented list dated 7/1/21; New Hires and Resignations. 3) E.C.O.L. June 2021 Report

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

- 1) June 21, 2021, Regular Meeting Minutes
- 2) Personnel matters as per the presented list dated 7/1/21; New Hires and Resignations.
- 3) E.C.O.L. June 2021 Report

Motion by Sharon Lee, second by Ellen Champagne.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich

7. ACTION ITEMS: Student Affairs

Action, Report: A. Annual Instructional Material Approval

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 Title I Fund.
- 2.) [Apex Learning Quote](#). This purchase is for both Ypsilanti Community High School and our ACCE program. Funded by the At Risk 31A Fund.
- 3.) [McGraw Hill Quote](#). This purchase is for the elementary level. Funded by the General Fund.
- 4.) [NWEA Quote](#). This purchase is district wide. Funded by the General Fund.
- 5.) [American Reading Company Quote](#). This purchase is for the new Spanish Kindergarten class at Ford. Funded by the ESSR II Fund.
- 6.) [HMH Professional Development Quote](#). This purchase is district wide for ELA teachers, principals, coaches, and YC2S online school training. Funded by the ESSR II Fund.
- 7.) [Hope Network/Michigan Educator Corps Quote](#). This purchase is for reading at the elementary level and math at the Middle School level. Funded by the ESSR II Fund.

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

- 1) [Imagine Learning Quote](#), #192046, for a purchase amount of \$142,000.
- 2) [Apex Learning Quote](#), #00014946, for a purchase amount of \$40,000.
- 3) [McGraw Hill Quote](#), #SGODD-05262021-006, for a purchase amount of \$30,965.43.
- 4) [NWEA Quote](#), #00043342, for a purchase amount of \$38,525.
- 5) [American Reading Quote](#), #203608, for a purchase amount of \$15,150.
- 6) [HMH Professional Development Quote](#), #008047767, for a purchase amount of \$101,800.
- 7) [Hope Network/Michigan Educators Corps Quote](#), #100007980, for a purchase amount of \$100,000.

Motion by Ellen Champagne, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich

8. Discussion

Discussion: A. First Reading of 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 has recently reviewed the following, and has now submitted these to begin the approval process.

9. PUBLIC COMMENTS #2: Electronic Participation

Information: A. Guidelines for Public Comment

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No public comments.

10. BOARD/SUPERINTENDENT COMMENTS

Vice President Lee: Last Tuesday I was in the Community and I ran into Miss Sykes, a teacher from Perry School and she wanted me to tell the board of ed thank you very much for passing the pilot program that allowed the teachers to go into the homes of their students to help them. They really love that program. It is very helpful for them to be able to assist their students and their families and she just wanted to say thank you. She appreciates the board and she just wanted to show her appreciation and tell the board thanks.

Maria Goodrich: I just wanted to quickly express my appreciation for the opportunity to attend the Culturally Responsive School Leadership Institute. There's so much I'd like to say about those three days, I don't want to take too much time here but it's striking how much this resonates with the work that this board has been doing well before I got here and really introduced for me some great additional vocabulary and framing, thinking about the work that we need to do. One striking through line that I found from the CRSLI to the public engagement session that took place this past week is just the importance of relationships and how consistent that is with the compassion before compliance emphasis that our district takes. Also how critical it is to recognize and reject the deficit framing that can happen throughout the educational system and how much we need to value and celebrate the strengths of our families and our learners and to tie in how much this is showing up and how much praise I've heard from both teachers and Community members in the way that the Grizzlies Learning Camp model is being rolled out this summer and just how amazing it's been to be able to tap into both educator and learner passions and interests and what an incredible difference that is making for everyone involved. Thank you for all the work that's gone into those things and the opportunity to learn with such an amazing community of people during the CRSLI.

Yvonne Fields: I've been able to make it out to a couple of the events they've been having on Wednesdays and my most recent one was the one at Holmes School on June 30, which was to me, one of the best ones that we've had this year. There was a lot of participation at that particular school, not quite sure what the advertising was for that one but I'm just saying it would be nice for the other ones, because that was one of the biggest ones that I attended and I was really impressed. The other ones weren't too well attended but I'm not sure, but I'm just wondering whatever we did for that one. I was so impressed. I really was. We had a lot of turnout from their neighborhood at that one. It was really nice. The tacos were good. The DJ was good, as well, but I just wanted to say I wasn't sure what we did for that one to make it a big Community thing but we might want to take a look at that just as the other ones could be as well attended as that particular one was.

Alena Zachery-Ross: We had the Chartwell food truck which we only get once or twice a summer.

Celeste Hawkins: I would just add one to what Trustee Goodrich shared about the Culturally Responsive Leadership Institute, the three-day workshop that we attended - very powerful, lots of great takeaways. I concur that there are a lot of things that we learned in that workshop that align with the work that we are already kind of advancing in the district and I really, really look forward to see how we can use what we learned from that workshop to then build on to the equity work, the anti-racism work, all of the great things that we're doing in this district to really make sure that our kids not only get what they need, but that we see our kids and see our families, we understand how important those relationships are when we think about just how we engage them in our education system and really I appreciated how the workshop talks about how we don't need to just do things in practice, but we really have to examine our systems and do our systems really promote this sense of equity and inclusion and diversity that we espouse and are we living that through and out in our actions and in our practices so I look forward to see what's next. It was a wonderful, powerful three days. Great speakers, great workshops, great breakout sessions. It was wonderful, so I just look forward to see what's next.

Alena Zachery-Ross: First of all I like to again thank you both, Trustee Goodrich and President Hawkins, for attending. Not all the districts had board members present, so thank you for taking the time out of your busy schedules to attend and to represent YCS. I think that just does set the district apart, when our board members are present, our board members are participating in these professional development. Even if it wasn't this one, many of you have attended so many others and so that just really does show support and the fact that we are a learning system not just about our students learning, but it starts with our board, so thank you. Then I wanted to thank the board and community for participating in the Community engagement event. It was excellent. The one positive thing again and I know Mary doesn't know all of what we're doing, but so many things when you see this list you're gonna be like, "Somebody was watching what just what we are doing," because they were literally saying, "Oh, I wish we could do this" and we are. We just have to keep on doing it and I think that's the one thing that will be helpful and I know it is what Trustee Gainsley would like to see as you mentioned, to see the notes, because then it can confirm what do we need to continue doing, what do we need to expand on, and maybe what we don't need to spend time and abandoned doing. So I just appreciated hearing it and we'll be scheduling the virtual one, so that we can be able to meet some of the other folks right where they are because that's the other thing we keep hearing and learning is listening to the Community. Thank you to the board members and everybody that's been participating with all of the Boots on the Ground events. They are Wednesdays and Saturdays and they've just been amazing. Trustee Fields, if I can get food trucks all the time that'd be great but it's really to be out in the Community. We had a lot of people at Fireman's Park, too, where we have food, but that's just a part of what we do, not everything that we do. So thank you for the groups that have been going. We're gonna be going all summer long so we'll be seeing you at a neighborhood soon, hopefully, if you're watching. Then I know Ms. Willis just sent out a reminder about Jazz in the Parking Lot next Friday, July 23

from six to nine, we want to help people push it out, she sent out a flyer today and you can put your own signature on it and invite people. It's a free event. Parking is available at the top lot by YCHS and Estabrook. No parking please on Shadford Field. Over 40 vendors have signed up, nonprofit, small businesses, plus food vendors. All students no matter what school district eat for free. So come on out, students, we will have hamburgers and hot dogs for students only, though. Adults are asked to support the food vendors that will be there, so if you're hungry, support those vendors that are coming out. We have an excellent person, Lynn Roundtree, one of the greatest trumpeters of our generation. We're excited to have him and DJ Superhero for the evening, and most importantly there's going to be enrollment information and giveaways. We're going to give out 100 free Jazz in the Parking Lot posters to guests joining us plus additional T-shirts and other things. So please sign up at an Event Bright link, but all of it is free free free. So please come out.

Celeste Hawkins: I think I have been to every Jazz in the Parking Lot event and they are incredible and they are always well attended. The music is fantastic. It was sad that we didn't have it, but we know why we couldn't have it last year so we missed the year, but I think many people are probably very much looking forward to coming to the Jazz in the Parking Lot event this Friday so spread the word. I just want to piggyback, Dr. Zachery-Ross, on something you said that I know you mentioned in our five o'clock session and that is the importance of, our facilitator doesn't really know all the behind the scenes work that we're engaging in but, us getting in front of and telling our story here at YCS which we talk about all the time, we're just kind of in the day to day, sometimes we don't pause and take stock of everything that we're doing so just thinking about as we're thinking about strategic planning and all of that, how might we put together this story that makes up YCS and everything are and everything that we're doing, because it is rich and it's diverse and it's dynamic. It's so many different things, so I just hope that we are being intentional and thinking about ways that we might be proactive about telling that story of YCS because, while we have a lot of work to do, we also need to stop and celebrate all those successes that we have here in this special community.

11. 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 Gillian Ream Gainsley.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich

Moved into closed session at 7:34 p.m.

12. 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 Maria Goodrich, second by Gillian Ream Gainsley.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich

13. REQUEST FOR CLOSED SESSION

Action: A. Closed Session - Closed session for discussion of pending appeals with the School District's attorney

...MOVE THAT the board of education enter closed session under Section 8(e) of the Michigan Open Meetings Act, so the Board can discuss litigation and settlement strategy with the District's attorney regarding the pending appeals entitled Ypsilanti Community Schools v Harris and Ypsilanti Community Schools v Freeman.

Motion by Maria Goodrich, second by Sharon Lee.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee, Meredith Schindler, Yvonne Fields, Maria Goodrich

14. 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 Maria Goodrich, second by Gillian Ream Gainsley.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler, Yvonne Fields, Maria Goodrich

Not Present at Vote: Sharon Lee

15. ACTION ITEM: Business and Finance

Action: A. Approval of Settlement Agreements

...MOVE THAT the board of education approve and authorize the Superintendent or her designee to sign the settlement agreements in the appeals entitled Ypsilanti Community Schools v. Freeman and Ypsilanti Community Schools v. Harris.

Motion by Maria Goodrich, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler, Yvonne Fields, Maria Goodrich

Not Present at Vote: Sharon Lee

16. ADJOURNMENT OF MEETING
Meeting adjourned at 8:48 p.m.

SPECIAL MEETING Agenda: MASB Facilitated Workshop | Electronic Meeting VIA Zoom; see "IMPORTANT MESSAGE(S) REGARDING THIS MEETING" (Monday, July 12, 2021)

Generated by Julie Haines on Tuesday, July 13, 2021

Members present

Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Sharon Lee (joined at 5:17 p.m.), Meredith Schindler, Yvonne Fields, Maria Goodrich

Meeting called to order at 5:02 PM

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

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
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3. ACCEPTANCE OF AGENDA

Action: A. Acceptance of Agenda

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

Motion by Maria Goodrich, second by Yvonne Fields.

Final Resolution: Motion Carries

Aye: Dr Celeste Hawkins, Gillian Ream Gainsley, Ellen Champagne, Meredith Schindler, Yvonne Fields, Maria Goodrich

4. PUBLIC COMMENTS: Electronic Participation

Information: A. Guidelines for Public Comment

Public Comment Protocol

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No public comments.

5. PHASES IN STRATEGIC PLANNING: Mary Kerwin, Facilitator | Senior Consultant, Michigan Association of School Boards (MASB)

Discussion: A. Phases in Strategic Planning

Mary Kerwin: Thank you so much for holding this session. I want to tell you what an honor it was to be in your Community last week with a group of stakeholders quite impressive and very reflective of the Community. I've done a lot of planning, both for school improvement and strategic plans, and this was a very unique and representative group that came together. So I'm going to start by citing why we are doing this in the first place. In 1990, public act 25 was passed by the legislature and that's what we call the school improvement act. Currently we call this continuing improvement but the act specifies that we have to have in place a three to five year School Improvement Plan and it has come time when we look at that strategic planning process now. The School Improvement Plan shall include but not be limited to a mission statement, goals based on student achievement, objectives for the students, curriculum alignment of corresponding with goals, evaluation processes, staff development, development in utilization of Community resources and volunteers, the role of adult education or libraries or Community colleges in the learning and building level decisions. It specifies that those who work on this must include board members, school building administrators, teachers, and other school employees, pupils, parents of pupils attending the schools and other residents of the school district. So I want to share with you a little bit about the group assembled. We had 25 members of the Community. They included alumni, members of the business community, elected officials, representatives from higher education and nonprofit agencies. We had parents and grandparents, pastors, retirees, and a student. So we all, especially valued the student who is now starting college. We, of course, welcomed our Trustee Goodrich. We had principals representing every age, instructional staff, non-instructional staff, and administrators. We were joined by and attended throughout the superintendent and assistant superintendent. So as far as a group of stakeholders, I just can't speak highly enough about that group who assembled and their eagerness to undergo the first part of this process and provide a lot of valuable input. It was also requested by Dr. Hawkins and the board that we gather together stakeholders to provide information and input regarding ESSR as we're approaching ESSR III. So we could do double duty on this. The ESSR legislation requires stakeholders, including students, families, school and district administrators, teachers, principals, school leaders, other educators and school staff so we were able to do both at the same session, talk about ESSR funding and receive consultation. So we really did talk about a list of areas where ESSR funding might be used and then how they would recommend using the ESSR funding. So for the ESSR funding, one of the areas that the ESSR funding may be used and remember ESSR III has to be completely used by September 2025 so we know we're under some pressures. These were the emergency relief funds which were deemed essential by everyone except the state legislature. So we're still kind of on a hold for that. Congress deemed these absolutely imperative that school districts receive these emergency relief funds right away so that schools could remediate what needed to be remediated to ensure that we had a safe environment from learning. One of the areas that funds can be used includes mental health services and support. Every single person in the room, and again the superintendent and assistant superintendent plays no role in any of these. So they are observing but they're not leading the way on any of our engagement with our stakeholders. The stakeholders own the room. Every single hand in that room supported mental health services and support. So I want you to realize that that's imperative for the stakeholders who were there. They know the need. You all have mentioned before you know the research, but this is an area where they have consulted and given us input. The group also appreciated the summer learning supplemental programs that were offered immediately. They wished that they had known about them in advance and, I thought the district was very resilient and as soon as the funds became available immediately starting our summer programs. So they were excited about that. They wished, as do we all, that transportation could be provided. That is not something that ESSR does, however, that is a desire of the Community because they feel that if we would have more students engaging in our summer programs if transportation were available. It was a surprise to them that funding for that was not available, and they were encouraged by some electives in the room, we had a county Commissioner and a mayor, who encouraged them to contact Congress, because again it's Congress that is writing the laws and stipulating how we can spend our resources and surely transportation would be wonderful, but it's not something that was considered for the emergency relief package. So those are the two areas that they really supported and they are aware that virtual learning will continue and so that's an area of support as well. Any questions or comments on the ESSR conversation we had with the stakeholders. This is just one example of receiving consultation from stakeholders regarding ESSR funding. I know that your superintendent has been having other consultations with other groups, however, this was a great opportunity because this group was so reflective of the Community, including, as I said, we had faith based, we had entrepreneurs, we had business community, we had the retirees, we had taxpayers, we had every group that we could possibly have so it was perfect for them.

To move on with our strategic planning, the phases of strategic planning includes a review of critical issues and priorities, a SWOT that's where we ask our stakeholders to give us input on how they view as our strengths, weaknesses, opportunities, and threats and then we transcend towards the mission, vision, and goals based on that. After we do that first phase, we will look at strategies on how to achieve the priorities and then the third phase is actual implementation. That is what we call the resource alignment, the timeframe, meetings, monitoring, mechanisms, reports, and documentation. So we began with the first phase: critical issues and priorities, that SWOT, and we transcended the mission, because, as you know, the mission statement rightfully comes from the stakeholders. They recommend it for you to review and then formally adopt. And so what we did on that portion was after we did all the other brainstorming was to look at our current mission statement and they reflected on their SWOT and their beliefs and aspirations in reviewing the mission statement so I want to share with you some of that information. I have pages and pages of the notes that we took and I will send to you a formal report on that, but two days was not enough time to get that assembled for you today, but I do share some of the key pieces from this. The assembled group identified a number of strengths of the district,

and they focused a lot on, rather than viewing weaknesses, they focused a lot on opportunities and shared opportunities they would very much like to see. I think it's significant that their focus isn't on weaknesses or whining or any of those things, but really focusing on things that we could do better. They recognize things that the district does very well and things that could be done better, and I think this is really a unique experience this time that so many people would see opportunities available, including collaboration and some other things that you would probably be aware of. We spent a year of experiencing a pandemic as a major threat, so we did not spend as much time on threats, because we know what that is as much as they did on the strengths and opportunities. We also talked, as I said, about descriptors. How they viewed quality education, how they viewed dedicated staff, how they viewed our graduating students, what they would like to see for our early elementary students, all of those pieces we went through in a brainstorming fashion. Another area that I think that's very unique for this stakeholder session was the experiences they shared from their own school experiences. This was not necessarily spent in our own school district but I think it was important, and I want to share with you. I think it's important to reflect on how significant it was for them to share their own personal experiences in schools. And I think what we can learn from looking back with them isn't "Oh well, you that wasn't even here so what can we do about it," but more how much they care that students, that we have within our arms now don't have the experiences that they had. I want to spend a little bit of time on this. When each of us goes to the doctor, we have all experienced this, even if we do now, with a virtual doctor visit and we have a very specific thing that we're there, has there ever been a time when you don't have to go back and fill out the history. A long laborious history of everything that our families have had or all of these things, but I have a headache, "can't you just deal with my headache?" When your stakeholders share their background information, it is fundamental. We can't introduce a series of strategies unless we in fact look back on that history. So we did spend a significant time with the stakeholders, they volunteered their stories, it wasn't on my list of SWOT, "please this isn't a strength, I want to stop talking about this," we didn't do that. We listen very carefully to their shared history because that history is indicative. We cannot ignore that. As we go forward and strategic planning those narratives shared by those stakeholders will, in fact, inform us going forward the same way, a good physician wouldn't just write me a prescription and say "fine, try that" but would really look into my history to see the significance of the pain that I was experiencing now, coupled with what my history shows. This does that make sense to all of you. So normally where I would have a brisk list and again for most of my strategic planning it's been a brisk list "let's move," give me list after this after list that was not the nature of our three hours together. Our three hours together included the narratives of a personal experience and education, their recognition our strengths, and opportunities for our district and their aspirations for all of the learners that we embrace. So I will be giving you a list of all of their bulleted points which included, as I said, their impression and their wish for our students both young and then for our graduates as well, and they have some specific pieces that they wanted. I did share with them at the end of that because I thought it was significant how closely what we had on the sheets on every single wall, how closely that aligned with the current mission statement. So I'm going to read the current mission statement. This is the mission statement I found on your website so it's the one that I'm assuming is the current mission statement, but let me read it as I found it on the website and then I'll go through the vision as well. See if we were in tune after our about two and a half hours, whether if what we had written on the walls resonated with the current mission statement. So the mission statement says, the purpose of YCS is to develop mindful, engaged students with the skill set, work ethic, and attitude to contribute to a community that honors diversity, equality, and justice. When they looked at this, they were not sure that if right now YCS is actually doing this - a mission statement says what we are doing. And they thought that this sounded more like a vision statement, where we are going so we spent some time talking about mission, what we are doing and where we would like to be going and what they agree, all hands, was that we are creating the opportunities to develop mindful, engaged students with the skill set, work ethic, attitude to contribute to a community that honors diversity, equality and justice and that that was important. The Stakeholders who were there, and again the paid staff spoke but did not overwhelm the group at all, I think we heard from each principle a couple times and teachers, a couple times, but they did not overwhelm and I want to share that stakeholders from your community do not know what mindfulness is. Everyone on this call knows how important mindfulness is. It is the direction of the board, it is in our blueprint. We have an opportunity to do a better job in helping the community embrace mindfulness, but we will have to do that through definition. We can do it through our website, but I would encourage all trustees in meetings that you attend with community members to go ahead and ask, "Have you heard of our mindfulness initiative? Do you know how important we see that to be and what do you think?" For me living through what we've lived through for the past 18 months, I think mindfulness is the answer to everything. I think mindfulness is key to building a better community and building a better educational system. And I think that those students who come through with mindfulness will be better leaders than we have in many places in our government today. It's imperative that we do more to share mindfulness and our commitment to it with our community at large.

On the vision on your website, you have YCS is academically strong and committed to transforming in ways that help students thrive. That's a good vision. It's a clear vision. It's not where we are, but that's where we're going. YCS is the choice for a trusted, reliable, and socially just district. Aspiration is great. YCS is a sense of connection for families and students in a district where each and every one is valued and belongs. YCS is your consistently well managed and organized school district. So those are vision statements, very appropriate. I think that you'll see the same links that you mentioned about desirability on many of the things that the stakeholders brought in. So there's your vision statements. And for the mission statement, the group that we had assembled for our first session, agreed that we were creating opportunities to develop mindful, engaged students when the skill set. They just weren't sure that we were doing it right now.

Celeste Hawkins: As part of the time that you spent with stakeholders was anything mentioned about the word equality, and I only raise the question because I know there is often discussion on the terms of quality versus equity. And I know as a district, our commitment has been to make sure we're advancing equity, and equality is a very different term so I just wonder did anything come up in the conversation with the stakeholders around that term.

Mary Kerwin: Equality was never mentioned. Equity was, and it was a shared commitment again, this is a high level group of stakeholders, it was shared very early - equity, diversity, and inclusion were mentioned right off the bat. And the commitment to equity was in the room. Again none of this is coached so that was very important to them, and I know that it's very important to you, to this board itself. Equity did come up, no one ever said anything about equality.

Celeste Hawkins: I have another question. So as part of this process, as I'm thinking about the term equality because equity, it seems like was a theme that came up, it was threaded through the discussion, but our current mission has equality in it, so I wonder if we might spend some time at some point talking about is that the most appropriate term that really captures what our mission ought to say.

Mary Kerwin: Again for the mission, a draft will be presented to the Board and the Board is certainly welcome to tweak it. Absolutely tweak it before adoption. So sometimes the language isn't as clear as we would like but no stakeholder offered equality, all stakeholders offered equity as important to them, so I think that substitution would be important. When I send you the list of bullet points, it will also have draft mission statements for your consideration.

Mary Kerwin: As part of the strategic process, after we've met with our stakeholders, the next session will be to pair the blueprint that's currently being used throughout the district and see how that pairs with the stakeholders interest to develop the strategies,

the resources, and all of those other pieces required in the strategic plan and with the District School Improvement Plan. So both of those pieces will lay well together and one of the outcomes is we would like to have accreditation come in to do a survey of our schools. They, too, will look at stakeholders, they, too, will look at our board governance documents when they determine the accreditation for the district itself.

I've covered all of those steps that the strategic planning takes place and how they marry with the requirements under the law of both for school improvement and for stepping forward through accreditation.

And so, now I wait your questions or comments.

Celeste Hawkins: It's really important for us to do a little work on operationalizing the term mindfulness and I really appreciate that feedback from the Community, that it is not as clear to them what we actually mean by that, so I just appreciate that feedback. And it gives us something to think about in terms of how we use language and really convey clearly to everyone what we mean by the words that we have in our statements.

Mary Kerwin: Especially since it is so core to us, and I was thinking about our young learners, our very earliest students that that's an opportunity, when they first enroll and we are meeting with guardians and parents and grandparents for us to talk about mindfulness because we know the difference that can make with our very, very young students. And that's why I'm so hopeful about a better world. As we look at our young learners who will grow up to be future leaders having mindfulness as a key touchstone will make all the difference.

Celeste Hawkins: It also ties into mental health and the whole child, which is work that the district is engaging in so i'm really happy that the community really is prioritizing and saying to us that we will place a focus on mental health. So when I think about mindfulness and the whole child and mental health there's so many intersections there, so I just wanted to also make that connection and offer that comment as well.

Maria Goodrich: One clarification, I just want to make sure that I'm understanding correctly for where we are in the process is that, by having held this community engagement event that we met the requirements for getting community input as part of our strategic plan and for the ESSR funding? I agree that we had an amazing group of stakeholders there, some amazing conversations that came out of having all those people in the room together at the same time. It was fantastic that we had a student there and I know that because we've met this benchmark it doesn't necessarily mean we stopped here, and I know that the district is collecting information and feedback and other ways and I'm looking forward to how we can integrate additional student and family voices and additional teacher and staff voices as well. We had some really fantastic representatives. We had a lot of different stakeholder groups represented, and I would love to see how we can integrate more of those voices when we're deciding what to do, both in terms of our strategic plan and the ESSR funding. One super minor thing just going back to ESSR funding, I think when folks are talking about transportation, they were particularly focused on after school activities, it's my understanding. I think that there is transportation for Grizzlies Learning Camp, so we do have that piece covered for this summer, but that some of the after school learning opportunity, some of the different ways that we can tap into both students and educator passions in some of those spaces - there's a lot of talk about the opportunities and a lot of praise for what we're doing this summer in the Grizzly Learning Camp, but transportation was definitely highlighted as a barrier to pursuing some of those during the school year.

Mary Kerwin: They really would like ESSR funding to provide transportation and they have ideas and I'll share them with you when I send the report. They have ideas about specific after school programs, and they did highlight the importance of having enthusiastic presenters in those after school programs. They know that that level of enthusiasm from our educating teachers and other staff members who present those programs makes a huge difference in how students respond to them. So those are pieces that are really important.

Alena Zachery-Ross: Thank you so much for the facilitation. You really did a wonderful job bringing out the voices that were there. You found ways to ensure that we heard from our families and from the staff, really highlighting those voices of families. One of the things that I noticed is that we need to do more celebrating or more sharing of what we are doing. It was just a noticing of yes, we put out information and we need to make sure that our community knows more. It was just that big idea that just to me resonated and the nice part is it connected to a lot of the work, even our mission statement aligned to what they had on the charts but the work we're doing aligned as well, and I just saw that big gap of opportunity there that I just wasn't noticing.

6. OTHER

7. BOARD/SUPERINTENDENT COMMENTS

Trustee Gainsley: I guess it was just looking for a sort of a timeline of the process. Are there additional meetings planned and when are we going to be getting notes from those meetings because I think it would just be really valuable to actually have the full write-up of what happened in the session? It sounds like the session was really valuable, but I would love to really see those details and have time to kind of work through those and process those as a board. And if there are additional meetings, then maybe we want to do that all at once, together, but I just like to understand kind of what is planned and when we will have that feedback and if we will have that feedback at the August 16 meeting.

Mary Kerwin: You'll have the report in advance of the August meeting. I will get that to you in early August. You'll have time to take a look at that.

Alena Zachery-Ross: To add on, we have been keeping names of people who weren't able to attend or were concerned about being in person to perhaps have a virtual opportunity. Now that we have the next day, we can navigate. We're trying to give ourselves a timeline. As Mary said we've been working with different small groups, the building networks all have met to give information towards the Michigan blueprint for the MICIP. The teachers have been able to give information, but we want to make sure that we do have additional stakeholders and those persons who weren't able to make it to have that follow up and some of them had requested virtual.

8. ADJOURNMENT OF MEETING

Meeting adjourned at 6:02 p.m.



VEHICLE LEASE

THIS MOTOR VEHICLE LEASE (the "Agreement" or Lease"), made this 4th day of June 2021, between HOEKSTRA LEASING, LLC, hereinafter referred to as "Hoekstra", and YPSILANTI COMMUNITY SCHOOLS of 1885 Packard Road, Ypsilanti, Michigan 48197-1846, hereinafter referred to as "Lessee".

1. **Lease of Vehicle(s).** Hoekstra hereby leases to Lessee and Lessee leases from Hoekstra the Vehicle(s) described on Rider 1 hereto together with such options, improvements, and additions as described in the detailed equipment specifications of the proposal dated May 20, 2021, which are incorporated herein by reference. In the event of a conflict between this Agreement and any document incorporated by reference (including the equipment specifications), this Agreement shall govern.

2. **Lease Term and Rental Provisions.**

2.1 This Lease shall become effective upon the date that the Vehicle(s) is delivered to, and accepted by, Lessee and shall run until June 30, 2024. The intended delivery is scheduled to occur by August 15, 2021. Delivery shall be evidenced by a certificate of delivery that shall be delivered to, and signed by, Lessee from Hoekstra on the date said Vehicle(s) is accepted by Lessee and shall specify said date.

2.2 Lessee shall pay to Hoekstra on such date and on the same day of each of the following years during the term of this Lease the annual sum of Twenty-Two Thousand Seven Hundred Fifty Dollars and Zero Cents (\$22,750.00) as rental for each Vehicle, or the total annual sum of Ninety-One Thousand Dollars and Zero Cents (\$91,000.00) as rental for Four (4) Vehicles.

2.3 Lessee shall use the Vehicle(s) for Student Transportation and for no other purposes and shall at all times use and maintain the Vehicle(s) in accordance with the Vehicle(s) manufacturer's specifications, the applicable terms of casualty and liability insurance covering the Vehicle(s), all governing laws, and the reasonable rules and regulations of Hoekstra from time to time in effect, after thirty (30) days prior written notice to Lessee. Lessee represents that it will use the Vehicle(s) for pupil transportation and not for personal, family or household use.

2.4 In addition to the rental specified by Paragraph 2.2 above, Lessee shall pay as additional rental to Hoekstra the sum of \$.65 cents for each mile in excess of 15,000 miles that the Vehicle(s) is driven during each year during the term hereof. Such mileage and charge shall be on a cumulative basis throughout the Lease so that miles in any year driven less than the indicated maximum may be credited against miles driven in any other year in excess of the indicated maximum. Hoekstra may collect the additional rent at any time upon 30 days' written notice and from time to time throughout the Lease not more often than monthly and to the extent that additional rental has been collected and is not due on an aggregate basis at the end of the Lease shall be credited to the final amounts due hereunder or refunded to the Lessee as the case may be.

3. **Security Deposit.** Lessee has deposited with Hoekstra the sum of Zero Dollars and Zero Cents (\$0.00) for each Vehicle, as security for the performance by Lessee of the terms and conditions of this Lease. This deposit shall be fully refunded, without interest, on the termination of this Lease in accordance with its terms and the satisfaction of all obligations of Lessee hereunder.

4. **Title.**

4.1 Title to the Vehicle(s) shall be registered in the name of Hoekstra and any and all expenses with respect to annual registration and licensing of the Vehicle(s) and any other taxes or fees resulting from the operation or possession of the Vehicle(s) during the term hereof shall be paid by Lessee or, if paid by Hoekstra, reimbursed by Lessee within ten (10) business days of invoice therefore by Hoekstra.

4.2 This Lease has been assigned to a secured party and the purchase of this Lease would violate the rights of the secured party.



5. **Maintenance, Repairs and Additions.**

5.1 **Maintenance, Repairs and Additions.**

Hoekstra Leasing LLC agrees at its own cost and expense, to provide with respect to the Vehicle(s) leased, at the Hoekstra Transportation facility in Troy Michigan the following:

- (a) Necessary preventative maintenance, replacement parts, and repairs to keep the Vehicle(s) in good repair and operating condition.
- (b) Necessary oil and lubricants for the efficient operation of the Vehicle(s).
- (c) In the event any Vehicle(s) shall be disabled for any reason, Lessee and/or its driver shall notify Hoekstra Transportation. Lessee agrees that it will not cause or permit any person other than Hoekstra or person authorized by Hoekstra to make any repairs or adjustments to a Vehicle(s) and shall abide by Hoekstra's directions concerning repairs. In the event a Vehicle(s) is disabled due to mechanical failure, Hoekstra will engage Hoekstra Transportation to, within a reasonable period of time after receipt of notification, properly repair, or cause the repair of, the Vehicle(s) at no cost to Lessee. Hoekstra will not be responsible for the cost of repairs or services not expressly authorized by Hoekstra.
- (d) Lessee will instruct its drivers to report any mechanical error, glitch, damage or other malfunction concerning the Vehicle(s) not later than the date of occurrence on a daily basis to prevent damage and to return each Vehicle(s) to Hoekstra Transportation at the location indicated by Hoekstra Transportation, for inspection, preventative maintenance, and repair, as directed by Hoekstra Transportation.
- (e) Drivers shall do daily pre-trip inspections per current Michigan law requirements.
- (f) Tire replacement is not included in this Agreement, and Lessee will replace tires at its own expense.
- (g) A spare Vehicle is included in this Agreement. A spare will be provided in the event a leased bus is out of service for repair for more than 2 business days. A spare is not obligated to be provided for a repair that is a result of operator negligence or damage due to an accident.

5.2 Lessee may at its sole expense add two-way radio communications, and or, interior video surveillance cameras. These additions must comply with State and Federal governing laws. Any additional modifications or added accessories are not permitted. Any communication or video accessories added at Lessee's sole expense, shall become the property of Hoekstra unless later removed by Lessee pursuant to this section. Lessee may remove an allowable modification or accessory so long as it is not in default under this Lease if Lessee restores the Vehicle(s) to its original configuration and condition as though such modification or accessory addition had not been made. Hoekstra may demand, in any event, that any allowable modification or accessory made by Lessee be removed at Lessee's expense at the time of termination of this Lease and the Vehicle(s) restored to its original configuration and condition as though such modification or accessory addition had not been made.

6. **Insurance; Risk of Loss.** Lessee shall bear the entire risk of loss by theft, casualty or otherwise with respect to the Vehicle(s). Lessee agrees to maintain insurance against all liability for death or injury to person or property arising out of the operation or possession of the Vehicle(s) during the term of this Lease and to maintain property damage insurance with respect to the Vehicle(s) itself. Limits for liability with respect to such insurance shall be not less than \$2,000,000 Combined Single Limit plus physical damage coverage for the Vehicle(s) with deductibles not to exceed \$1,000 for collision and \$5000 for comprehensive. Hoekstra shall be named as an additional insured with respect to such insurance and shall be promptly notified in writing by Lessee with respect to any accident, claim, loss, or liability involving the Vehicle(s). Hoekstra's financing lender shall be named additional insured and lender loss payee. Upon request, copies of insurance policies satisfying this provision shall be provided to Hoekstra. If such policies of insurance are



provided to Hoekstra, and Hoekstra does not object to such policies, the policies will be deemed to have satisfied the requirements of this paragraph.

7. **Damage, Destruction, Out of Service.** In the event that the Vehicle(s) is lost, damaged, destroyed or out of service for any reason, Lessee shall continue to be responsible for the full amount of the Lease payments provided hereunder. Application of proceeds of all insurance payable with respect to the Vehicle(s) shall be first applied to the satisfaction of all liabilities under this Lease and excess, if any shall be paid to Lessee.

8. **Termination.** At the termination of this Lease, whether by default or expiration of the term, the Vehicle(s) shall be returned to Hoekstra in good operating condition, reasonable wear and tear excepted, and with all regular maintenance performed as described in 5.1 above. The Vehicle(s) shall be returned without graphics, excluding school identification required by law, and painted to the original color, all at Lessee's expense. Upon return, the Vehicle(s) shall have a matched set of tires with a minimum 6/32" tread life remaining of original equipment size and type. Lessee shall be responsible, at lease termination, to return the Vehicle with:

- (a) Exterior, i.e. paint and body (without dents, scratches, and chips), glass (without cracks, scratches, chips or broken), trim parts, mirrors, hub caps, bumpers, and grills in original condition.
- (b) Interior, i.e. upholstery, dash, radio and stereo equipment, door panels, carpeting, ornamentation, and headlining in original condition.
- (c) Mechanical, i.e. power accessories, mechanical parts and items, headlights, and taillights in original condition.
- (d) Seat upholstery covers with damage replaced, glue or tape repair is unacceptable.
- (e) Personal items removed, free of trash and debris, and swept clean.

In the event that any of the provisions of this Lease are not complied with, Hoekstra may, upon seven (7) days' written notice and an opportunity to cure, fulfill Lessee's obligations hereunder and Lessee shall promptly pay the cost thereof upon receipt of invoice from Hoekstra. Hoekstra may apply a part, or all of the security deposit provided, hereunder toward such obligations and invoice the excess, if any.

9. **Warranties.** Hoekstra hereby passes on to Lessee any and all such warranties as may be provided by the manufacturer of the Vehicle(s), including any and all extended warranties purchased by Lessee. HOEKSTRA MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE VEHICLE(S), INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. **Sublease; Assignment.** This Lease may not be assigned by Lessee and Lessee may not sublet the Vehicle(s) to any person under any terms. Hoekstra may assign its interest in this Lease at any time without notice to or consent of Lessee upon thirty (30) days' written notice.

11. **Default by Lessee.** In the event that Lessee fails to make any payment when due hereunder or has failed to substantially perform any other obligations under this Lease, then Lessee shall, upon Fourteen (14) days written notice and an opportunity to cure such failed performance, be in default hereunder and Hoekstra may without further notice or demand declare this Lease to be in default and Hoekstra may pursue one or more of the following as its remedies as a result thereof:

- (a) Terminate this Lease and take possession of the Vehicle(s).
- (b) Sue Lessee for the remaining obligations due hereunder.
- (c) Continue the Lease in effect once all defaults have been cured and demand a deposit to protect against further breach by Lessee in an amount not less than six (6) months'



payments hereunder.

- (d) From time to time take whatever action at law or in equity as may appear necessary or desirable and that may be permitted with respect to such breach. No remedy provided above is intended to be exclusive of any other available remedy or remedies by each shall be cumulative and no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time as often as may be deemed expedient. Notwithstanding the foregoing, Hoekstra may not exercise any remedies that, in combination, result in a windfall, profit, or otherwise make Hoekstra more than whole.

The assignee shall succeed to all rights of Hoekstra under this Lease. Lessee waives as to the assignee all defenses, setoffs, counterclaims, and rights of recoupment of any kind which Lessee may be entitled to assert against Hoekstra, it being understood and agreed that any assignee of Hoekstra does not assume any obligations of the Hoekstra under this lease. Regardless of any assignment by Hoekstra, Lessee may, however, pursue any claims or actions against Hoekstra that Lessee may be entitled to assert against Hoekstra under this Lease.

12. **Default by Hoekstra.** In the event that Hoekstra fails to make any payment when due hereunder or has failed to substantially perform any other obligations under this Lease, then Hoekstra shall, upon fourteen (14) days' written notice and an opportunity to cure such failed performance, be in default hereunder and Lessee may without further notice or demand declare this Lease to be in default and Lessee may pursue one or more of the following as its remedies as a result thereof:

- (a) Terminate this Lease and return the Vehicle(s) to Hoekstra.
- (b) Sue Hoekstra for any damages arising out of Hoekstra's default.
- (c) From time to time take whatever action at law or in equity as may appear necessary or desirable and that may be permitted with respect to such breach. No remedy provided above is intended to be exclusive of any other available remedy or remedies by each shall be cumulative and no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time as often as may be deemed expedient. Notwithstanding the foregoing, Lessee may not exercise any remedies that, in combination, result in a windfall, profit, or otherwise make Lessee more than whole.

13. **Entire Agreement.** This Lease contains the entire agreement between the parties and there are no other agreements between them, written and oral. No amendment to this Lease will be binding upon the parties unless in writing signed by both parties.

14. **Rider 1 VEHICLE DESCRIPTION.** The attached Rider 1 serves as the vehicle(s) description and identification.

15. **Interpretation.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

16. **Counterparts / Execution.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all counterparts, when taken together, will constitute one and the same agreement. Facsimile or pdf copies of signatures shall be afforded the same weight as originals.



17. **Limitation of Damages.** To the extent permitted by law, and notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall any party hereto be liable to the other party for payment of any consequential, incidental, indirect, punitive, or special damages of any kind, including without limitation any loss of profits. The limitations on liability shall apply regardless of whether the form of the claim in question is based on statute, contract, negligence, strict liability, tort or any other principle of common law.

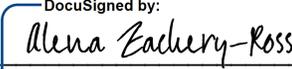
IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

HOEKSTRA LEASING, LLC

DocuSigned by:

By: _____
470BB50C2A854D2
Steve Coulter
Its: President
Date: 6/2/2021

YPSILANTI COMMUNITY SCHOOLS

DocuSigned by:

By: _____
Alena Zachery-Ross
Its: Superintendent
Date: 6/3/2021



RIDER 1 TO VEHICLE LEASE

This rider is intended to be attached to a Vehicle Lease between Hoekstra Leasing, LLC and YPSILANTI COMMUNITY SCHOOLS dated June 4, 2021, for the Vehicle(s) described as:

Unit ID: 117157, 117158, 117159 and 117160
Quantity: Four (4)
Description: 2022 Thomas 77-Passenger Saf-T-Liner C2 School Bus, Model 341TS
V.I.N.: 4UZABRFB8NCMX4596
4UZABRFBXNCMX4597
4UZABRFB1NCMX4598
4UZABRFB3NCMX4599

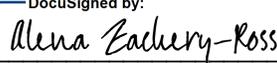
IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

HOEKSTRA LEASING, LLC

YPSILANTI COMMUNITY SCHOOLS

DocuSigned by:

By: _____
Steve Coulter
470BB50C2A854D2...
Its: President
Date: 6/2/2021

DocuSigned by:

By: _____
Alena Zachery-Ross
Its: Superintendent
Date: 6/3/2021

Daimler
Truck Financial

LESSEE ACKNOWLEDGEMENT

Lessor Name: Hoekstra Leasing, LLC
Lessee Name: Ypsilanti Community Schools

Lessee acknowledges that Mercedes-Benz Financial Services USA LLC and Daimler Trust, and their respective successors, transferees and assigns ("Creditor") possesses an ownership or security interest in the equipment Lessee is leasing from the Lessor named above ("Equipment") pursuant to a Lease Agreement(s) (the "Lease") that Lessee has or will have with Lessor, and the right to proceeds, rental and other payments thereunder.

Lessee further acknowledges and agrees that: (1) upon notice from Creditor it will make rental payments due under the Lease directly to Creditor; (2) until such notice has been received from Creditor, it will not make more than one rental payment due under the Lease in advance; (3) it will not hold Creditor liable for the performance of any of Lessor's obligations under the Lease, nor will it withhold any rental payments from Creditor on account of Lessor's nonperformance; and (4) the Lease shall in all respects be subject and subordinate to Creditor's rights under the documents evidencing Lessor's obligations to Creditor.

If there is a right or option to purchase the Equipment in the Lease, then Lessee additionally acknowledges and agrees to the following: (a) If the underlying agreement between Lessor and Creditor is a retail contract, then Lessee's option or right to purchase the Equipment shall be subject to Creditor obtaining a full payoff of the amounts due for the Equipment; and (b) If the underlying agreement between Lessor and Creditor is a lease agreement, then Lessee's option or right to purchase the Equipment shall be subject to Creditor's receipt of all monies due pursuant to the lease, including the purchase price for such Equipment. Lessee shall have absolutely no equity or other ownership rights in the Equipment until Creditor is paid in full in accordance with the foregoing.

The Equipment may be equipped with telematics devices installed by the manufacturer. The devices may collect and transmit to the manufacturer, or to a company providing services to the manufacturer, information relating to the Equipment, including but not limited to, location, speed, travel history, stop and idle time, fuel consumption, fault and diagnostic codes, airbag deployment and seatbelt usage information, and other information relating to the performance, operation and health of the Equipment. Lessee agrees that Creditor and its successors and assigns, agents, representatives, affiliates and service providers, may obtain and use that collected data to evaluate Lessor's compliance with lease or loan agreements with Creditor, to determine the location of the Equipment, to repossess and enforce Creditor's legal rights in the Equipment, to evaluate the condition of the Equipment, for marketing purposes, and to respond to subpoenas, court orders, and other demands under applicable law.

LESSEE:
DocuSigned by:
Authorized Signature: *Alena Zachery-Ross*
Printed Name: Alena Zachery-Ross
Date: 6/3/2021
Title (if applicable): Superintendent

**YPSILANTI COMMUNITY SCHOOLS
BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Ypsilanti community Schools (“School”) Board of Education (the “Board”) was held on the 2nd day of August, 2021 at the following time: 6:30 pm.

The meeting was called to order by _____, President

Present:

Absent:

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

WHEREAS:

1. 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”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School’s best interests to authorize and direct Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a regular meeting held on [August 2, 2021], 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, PA 1976, as amended).

Board Secretary

Date: _____, 202__