



# **Regular Meeting**

**June 8, 2020**

**Electronic Packet**

**LINCOLN CONSOLIDATED SCHOOLS  
Ypsilanti, Michigan**

**BOARD OF EDUCATION MEETING**

**June 8, 2020**

**6:00 p.m.**

**(Virtual Meeting-Google Meets)**

**AGENDA**

**1.0 CALL TO ORDER**

**2.0 ROLL CALL**

**3.0 ESTABLISHMENT OF QUORUM**

**4.0 PLEDGE TO FLAG**

**5.0 ACCEPTANCE OF AGENDA**

**6.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE**

6.1 Superintendent's Report

6.2 Public Relations & Marketing Report

6.3 Curriculum and Instruction Report

6.4 Facilities & Maintenance Report

**7.0 PUBLIC COMMENT**

**8.0 BOARD REPORTS/CORRESPONDENCE**

8.1 Board Executive Committee Report

8.2 Board Performance Committee Report

8.3 Board Planning Committee Report

8.4 Board Finance Committee Report

8.5 Reports and Correspondence

**9.0 NEW BUSINESS**

9.1 Resolution Urging for School Funding Stabilization

9.2 2020-2021 Tax Levy Request

9.3 Michigan High School Athletics Association (MHSAA) 2020-2021 Resolution

9.4 Food Service Contract Renewal

9.5 Athletic Training Services Contract

9.6 Retirement Incentive

**10.0 OLD BUSINESS**

10.1 Minutes of Previous Meeting  
10.1.1 Regular Meeting May 11, 2020  
10.1.2 Closed Session May 11, 2020

10.2 Indoor Training Facility Service Contract

10.3 Personnel Transactions

**11.0 CLOSED SESSION**

11.1 Negotiations

11.2 Superintendent Informal Evaluation

**12.0 ADJOURNMENT**

**TO:** Board of Education

**FROM:** Robert Jansen, Interim Superintendent

**DATE:** June 3, 2020

**SUBJECT:** Board of Education Meeting  
June 8, 2020  
6:00 p.m.  
Media Center-High School  
(Virtual Meeting-Google Meets)

**AGENDA/EXPLANATORY NOTES**

**1.0 CALL TO ORDER**

**2.0 ROLL CALL**

**3.0 ESTABLISHMENT OF QUORUM**

**4.0 PLEDGE TO FLAG**

**5.0 ACCEPTANCE OF AGENDA**

**6.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE**

6.1 Superintendent's Report

6.2 Public Relations & Marketing Report  
Presented by Vicki Coury

6.3 Curriculum and Instruction Report  
Presented by Karensa Smith

6.4 Facilities & Maintenance Report  
Presented by Phil Bongiorno

**7.0 PUBLIC COMMENT**

**8.0 BOARD REPORTS/CORRESPONDENCE**

8.1 Board Executive Committee Report

8.2 Board Performance Committee Report

8.3 Board Planning Committee Report

8.4 Board Finance Committee Report

8.5 Reports and Correspondence

**9.0 NEW BUSINESS**

9.1 Resolution Urging for School Funding Stabilization

Lincoln Consolidated Schools Board of Education calls for measures to stabilize school funding, including calling on the federal government to provide revenue replacement for states, freezing the 2020-21 pupil counts at Fall 2019 pupil count levels to minimize variability in budget planning, dedicating School Aid Funds to support pre-K through 12<sup>th</sup> grade programming, eliminating vendor-specific line items, and considering other revenue enhancing strategies to protect and preserve the future of our students, public schools, and communities across the state of Michigan.

**RECOMMENDED MOTION: I move that we approve the Resolution Urging for School Funding Stabilization as presented.**

9.2 2020-2021 Tax Levy Request

Please review the 2020-2021 Tax Rate Request. Millage rates have not changed at the advice and recommendation of our advisor from Public Financial Management. Board action is requested due to time sensitive deadline.

**RECOMMENDED MOTION: I move that we approve the 2020-2021 Tax Levy Request as presented.**

9.3 Michigan High School Athletics Association (MHSAA) 2020-2021 Resolution

Enclosed is the 2020-2021 MHSAA Membership Resolution, which requires annual adoption. This is presented for information only; Board action will be requested at a subsequent meeting.

9.4 Food Service Contract Renewal

Lincoln Consolidated Schools entered into a five-year contract with Aramark. The renewal of that contract would be good for one year ending June 30, 2021 and may be renewed by mutual agreement for three more additional one-year periods, this year being our third renewal. This is presented for information only; Board action will be requested at a subsequent meeting.

9.5 Athletic Training Services Contract

All three vendors work with several schools across SE Michigan. Athletico is mostly in Lenawee county. As you may be aware, ATI is our current vendor, and has been with us for the past four years. MedSport is the other large presence in our area, and they are not interested/able to bid for our contract right now with a hiring freeze for Michigan Medicine.

Chris Westfall's recommendation is to stay with ATI for the next three years. The increase to the 40 hour coverage will support coverage for an increasing number of events, including support of additional events with the coming indoor facility. It will also allow for a wider span of time, as our ATC will be unburdened from additional time required in the ATI clinic to support his hours.

Probility:

- 2 years, 30 hours per week - \$31,020/yr.
- 3 years, 35 hours per week - \$36,190/yr.

Athletico:

- 3 years, 30 hours per week - \$27,720/yr.
- 3 years, 35 hours per week - \$32,340/yr.

ATI: (Recommended)

- 3 years, 40 hours per week
- Year One - \$30,235
- Year Two - \$31,142
- Year Three - \$32,076

This is presented for information only; Board action will be requested at a subsequent meeting.

9.6 Retirement Incentive

District administration has collaborated with the LEA to negotiate potential terms to allow for the voluntary separation of LEA staff from the District. District administration sees the potential for immediate savings in 2020-2021, and increased savings in future years, based upon the number of teachers who participate and their exact experience. Some accommodations have been made to allow

the District flexibility in ensuring program continuity for difficult to fill positions. Board action is requested.

**RECOMMENDED MOTION: I move that we approve the Retirement Incentive for the LEA as presented.**

**10.0 OLD BUSINESS**

10.1 Minutes of Previous Meeting

10.1.1 Regular Meeting May 11, 2020

10.1.2 Closed Session May 11, 2020

Enclosed are the minutes of the May 11, 2020, Regular Meeting and Closed Session and the February 24, 2020, Board Workshop.

**RECOMMENDED MOTION: I move that we approve the minutes of the May 11, 2020, Regular Meeting and Closed Session as presented.**

10.2 Indoor Training Facility Service Contract

It is the recommendation of the bond team, made up of the district Finance Director, Athletic Director, Assistant Athletic Director, Facility Director and the Interim- Superintendent for the board of education to allow the bond team to move forward with negotiations with Total sports to manage the rental portion of the indoor training building. Currently Total sports owns, manages or partners with facilities in Wixom, Novi, Farmington Hills, Monroe, Rochester Hills, Ypsilanti, Washington Township, Auburn Hills, West Bloomfield, and Rossford, OH, and serves athletes, coaches, and families from all over the region, in sports that range from soccer to softball, to lacrosse to baseball to football. Over the years, ownership, including the exceptional staff of facility managers, department managers, coaches, trainers and administrators, has grown the reach of Total Sports and has continuously moved forward striving to provide exceptional facilities, high level leagues, tournaments and training programs for amateur athletes in all sports.

The recommendation would be for the bond team to move forward with drafting a Letter of Understanding that the Board of Education would approve something similar to a 2-3 year contract, a \$70,000 annual management fee, with a 5% annualized increase year over year. The annual terms is 17 weeks per November through March. Total sports rental hours would be Monday through Friday 5:45pm to 9:30pm, Saturday 8:00am until 8:00pm, and Sunday 8:00am until 6:00pm. There would also be additional incentives for Total Sports to build rental revenue with other Lincoln Athletic facilities.

**RECOMMENDED MOTION: I move that we approve the Indoor Training Facility Service Contract awarded to Total Sports as presented.**

10.3 Personnel Transactions

<u>ACTION ITEMS</u>				
Name	Position/Building	Effective Date	Status	Major/Step
Rebecca Nowak	Art Teacher/Lincoln Middle School	5/25/2020	New Hire	BA/Step 1
Debby Seaton	Teacher/Childs Elementary	6/11/2020	Retirement	
Laurie Price	Director's Secretary/Curriculum Department	6/26/2020	Transfer - 12 month	
Name	Position/Building	Return to Work Date	Status	Approved/Not Approved
Olympia Pianpanagoulas	Bus Driver/Transportation	6/18/2020	Leave	

**RECOMMENDED MOTION: I move that we approve the June 8, 2020, Personnel Transactions Summary as presented.**

**11.0 CLOSED SESSION**

11.1 Negotiations

11.2 Superintendent Informal Evaluation

It will be necessary to enter closed session to discuss negotiations and the superintendent informal evaluation, not to return to open session.

A roll call vote will be necessary.

**RECOMMENDED MOTION: Pursuant to Sections 8 (c) and 8 (a) of the Open Meetings Act, I move that we enter closed session to discuss the negotiations and superintendent informal evaluation, not to return to open session.**

Mrs. Czachorski \_\_\_\_\_

Mrs. LaBombarbe \_\_\_\_\_

Mrs. Newlon \_\_\_\_\_

Mr. Rollins \_\_\_\_\_

Mrs. Sparks \_\_\_\_\_

Mrs. VanZomeren \_\_\_\_\_

Mrs. Williams \_\_\_\_\_

**12.0 ADJOURNMENT**



8970 Whittaker Road, Ypsilanti, Michigan 48197

[www.lincoln.k12.mi.us](http://www.lincoln.k12.mi.us)

## FINANCE COMMITTEE AGENDA

May 4, 2020

4:30 pm Superintendent's Conference Room

Attendee's (Supt. Jansen, Trustee Rollins, Trustee Czacorkski, Finance Director Snapp, H/R Director Blaylock, Finance Advisor Richard Carpenter)

1. Call meeting to order – **4:37**
2. Approve agenda –**Yes**
3. Public comments--**None**
4. **OLD BUSINESS**

A. Budget 19/20 & 20/21 Covid 19 impacts to budget.

Discussed the possibility of cuts to the 19/20 and 20/21 budget due to the Covid 19 virus and the impact that it has had on the state budget. Supt Jansen, Finance Director Snapp and Finance Advisor Carpenter were meeting this week with other educational and financial groups locally and across the state to discuss what the proposed cost would be. Right now, estimates are ranging between \$300 to \$650 in cuts to the per pupil allowance, with estimates as high as \$1000. We discussed how those cuts would affect our budget and what steps we may have to take to protect our fund balance and not risk running into deficit.

We advised everyone to advocate for our district and education as a whole. When more final numbers become available we will be able to concentrate on our plan.

**NEW BUSINESS--None**

**ADJURNMENT--5:34**

Next meeting is June 1 4:30 Supt. Conference room



## **Resolution Urging for School Funding Stabilization**

**Whereas**, the COVID-19 pandemic of 2020 has created disruption to all facets of life for people in Michigan, across the United States and around the world;

**Whereas**, schools have risen to and exceeded the challenge of providing instruction and learning opportunities to students during the unprecedented COVID-19 pandemic; and

**Whereas**, schools have mobilized rapidly to meet the basic physical, mental, and social-emotional needs of students, families and communities; and

**Whereas**, school districts and their budgets operate for the fiscal year beginning July 1 annually; and

**Whereas**, the impact of a projected \$1.2 billion shortfall to school districts at the end of the 2019-20 fiscal year after schools have already expended funds as mandated by [Executive Order 2020-35](#) and Executive Order 2020-65 would destabilize schools and communities across the state of Michigan; and

**Whereas**, without budget stabilization efforts, the impact of a projected \$6 billion shortfall over the next three fiscal years would devastate the futures of students, schools and communities across Michigan, particularly students of color, students with disabilities, and students in poverty;

**Therefore, be it resolved that, the Lincoln Consolidated Schools Board of Education** calls for measures to stabilize school funding, including calling on the federal government to provide revenue replacement for states, freezing the 2020-21 pupil counts at Fall 2019 pupil count levels to minimize variability in budget planning, dedicating School Aid Funds to support pre-K through 12<sup>th</sup> grade programming, eliminating vendor-specific line items, and considering other revenue enhancing strategies to protect and preserve the future of our students, public schools, and communities across the state of Michigan.

AYES:           Members: \_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

ABSENT:       Members: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

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Secretary, Board of Education



STATE OF MICHIGAN  
DEPARTMENT OF EDUCATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

MICHAEL F. RICE, Ph.D.  
STATE SUPERINTENDENT

**MEMORANDUM**

**DATE:** May 21, 2020

**TO:** Local and Intermediate School District Superintendents  
Public School Academy Directors

**FROM:** Michael F. Rice, Ph.D., State Superintendent of Public Instruction 

**SUBJECT:** Urging Congress to Preserve Educational Services to Michigan School Children

At its May 2020 monthly meeting, the State Board of Education adopted a [resolution](#) to urge Michigan's state legislature and the Michigan Congressional delegation to support—actively, individually, and collectively—any bill to preserve educational services to Michigan school children that have been threatened as a result of this pandemic.

State revenue estimates made last Friday established that there will be a shortfall of \$6.2 billion in state revenues through next year, including a reduction of \$1.2 billion in the School Aid Fund this fiscal year and \$1.1 billion for the 2020-2021 fiscal year. You know the profound impact that cuts of this magnitude will have on our schools and on our children. There is little chance that a shortfall of that size could be made up at the state level, and certainly not quickly.

In its adopted resolution, the State Board of Education urged members of the state education community to share their related thoughts with members of the state legislature and with members of the Michigan Congressional delegation and to urge their national associations to share similarly with members of Congress.

Please work with your local boards to adopt similar resolutions as that of the State Board of Education. To tailor your individual resolutions to your individual local circumstances is perfectly legitimate and helpful. Your associations and the Michigan Department of Education are working hard with elected officials in Lansing and Washington to advocate on your behalf. We need your partnership in this advocacy with resolutions of your own and with outreach to members of Congress and state legislators, as well. Thank you for your work on behalf of our 1.5 million public school children.

cc: Michigan Education Alliance  
Confederation of Michigan Tribal Education Directors

**2020 Tax Rate Request (This form must be completed and submitted on or before September 30, 2020)**

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Washtenaw and Wayne County (Sumpter excluded)</b>	2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020 <b>Washtenaw (\$855,417,453) + Wayne (\$174,640,921)</b>
Local Government Unit Requesting Millage Levy <b>Lincoln Consolidated Schools (2 of 2)</b>	For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>\$207,551,007</b>

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	2019 Refunding debt	12/2019	0.5500	N/A	1.0000	N/A	1.0000	1.0000	N/A	0.5500	
Voted	Rec-All	11/2018	0.0972	0.0972	0.9919	0.0970	1.0000	0.0970	N/A	0.0970	11/2024

Prepared by	Telephone Number	Title of Preparer	Date <b>06/08/2020</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<b>Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.</b>	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	<b>6</b>
For all Other	<b>18</b>

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		<b>Jennifer LaBombarbe</b>	<b>06/08/2020</b>
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		<b>Yoline Williams</b>	<b>06/08/2020</b>

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

## Instructions For Completing Form 614 (L-4029) 2020 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

**Column 1: Source.** Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

**Column 2: Purpose of millage.** Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2020 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

**Column 3: Date of Election.** Enter the month and year of the election for each millage authorized by direct voter approval.

**Column 4: Millage Authorized.** List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

**Column 5: 2019 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2019** permanently reduced rate can be found in column 7 of the **2019** Form L-4029. For operating millage approved by the voters after April 30, 2019, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 6: Current Year Millage Reduction Fraction.** List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2020 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2020 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2020. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

**Column 7: 2020 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** The number in column 7 is found by multiplying column 5 by column 6 on this 2020 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization).** List the millage rollback fraction for 2020 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2020. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

**Column 9: Maximum Allowable Millage Levy.** Multiply column 7 (2020 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

**Column 10/Column 11: Millage Requested to be Levied.** Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2020. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

**Column 12: Expiration Date of Millage.** Enter the month and year on which the millage will expire.

**2020 Tax Rate Request (This form must be completed and submitted on or before September 30, 2020)**

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Washtenaw and Wayne County (Sumpter Only)</b>	2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020 <b>Washtenaw (\$855,417,453) + Wayne (\$174,640,921)</b>
Local Government Unit Requesting Millage Levy <b>Lincoln Consolidated Schools (1 of 2)</b>	For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>\$207,551,007</b>

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	Operating	11/2018	18.2105	18.2105	1.0000	18.2105	1.0000	18.0000	N/A	18.0000	11/2024
Voted	2011 Debt	7/2011	0.1500	N/A	1.0000	N/A	1.0000	0.1500	N/A	0.1500	
Voted	2016 Series A	4/2016	2.5000	N/A	1.0000	N/A	1.0000	2.5000	N/A	2.5000	
Voted	2016 Series B	4/2016	2.1200	N/A	1.0000	N/A	1.0000	2.1200	N/A	2.1200	
Voted	2017 Debt	2/2017	0.3300	N/A	1.0000	N/A	1.0000	0.3300	N/A	0.3300	
Voted	2018 Debt	2/2017	0.6000	N/A	1.0000	N/A	1.0000	0.6000	N/A	0.6000	
Voted	2018 Debt Series A	11/2018	0.5500	N/A	1.0000	N/A	1.0000	0.5500	N/A	0.5500	
Voted	2018 Debt Series B	11/2018	0.5500	N/A	1.0000	N/A	1.0000	0.5500	N/A	0.5500	

Prepared by <b>Adam Snapp</b>	Telephone Number <b>(734) 484-7081</b>	Title of Preparer <b>Director of Finance</b>	Date <b>06/08/2020</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<b>Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.</b>	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	<b>6</b>
For all Other	<b>18</b>

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		<b>Jennifer LaBombarbe</b>	<b>06/08/2020</b>
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		<b>Yoline Williams</b>	<b>6/8/2020</b>

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

## Instructions For Completing Form 614 (L-4029) 2020 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

**Column 1: Source.** Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

**Column 2: Purpose of millage.** Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2020 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

**Column 3: Date of Election.** Enter the month and year of the election for each millage authorized by direct voter approval.

**Column 4: Millage Authorized.** List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

**Column 5: 2019 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The **2019** permanently reduced rate can be found in column 7 of the **2019** Form L-4029. For operating millage approved by the voters after April 30, 2019, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 6: Current Year Millage Reduction Fraction.** List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2020 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2020 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2020. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

**Column 7: 2020 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** The number in column 7 is found by multiplying column 5 by column 6 on this 2020 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization).** List the millage rollback fraction for 2020 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2020. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

**Column 9: Maximum Allowable Millage Levy.** Multiply column 7 (2020 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

**Column 10/Column 11: Millage Requested to be Levied.** Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2020. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

**Column 12: Expiration Date of Millage.** Enter the month and year on which the millage will expire.

**2020 Tax Rate Request (This form must be completed and submitted on or before September 30, 2020)**

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Washtenaw and Wayne County (Sumpter excluded)</b>	2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020 <b>Washtenaw (\$855,417,453) + Wayne (\$174,640,921)</b>
Local Government Unit Requesting Millage Levy <b>Lincoln Consolidated Schools (1 of 2)</b>	For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>\$207,551,007</b>

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	Operating	11/2018	18.2105	18.2105	1.0000	18.2105	1.0000	18.0000	18.0000	N/A	11/2024
Voted	2011 Debt	7/2011	0.1500	N/A	1.0000	N/A	1.0000	0.1500	0.1500	N/A	
Voted	2016 Series A	4/2016	2.5000	N/A	1.0000	N/A	1.0000	2.5000	2.5000	N/A	
Voted	2016 Series B	4/2016	2.1200	N/A	1.0000	N/A	1.0000	2.1200	2.1200	N/A	
Voted	2017 Debt	2/2017	0.3300	N/A	1.0000	N/A	1.0000	0.3300	0.3300	N/A	
Voted	2018 Debt	2/2017	0.6000	N/A	1.0000	N/A	1.0000	0.6000	0.6000	N/A	
Voted	2018 Debt Series A	11/2018	0.5500	N/A	1.0000	N/A	1.0000	0.5500	0.5500	N/A	
Voted	2018 Debt Series B	11/2018	0.5500	N/A	1.0000	N/A	1.0000	0.5500	0.5500	N/A	

Prepared by <b>Adam Snapp</b>	Telephone Number <b>(734) 484-7081</b>	Title of Preparer <b>Director of Finance</b>	Date <b>06/08/2020</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

**Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.**

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		<b>Jennifer LaBombarbe</b>	<b>06/08/2020</b>
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		<b>Yoline Williams</b>	<b>6/8/2020</b>

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	<b>6</b>
For all Other	<b>18</b>

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

\*\* **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

## Instructions For Completing Form 614 (L-4029) 2020 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

**Column 1: Source.** Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

**Column 2: Purpose of millage.** Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2020 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

**Column 3: Date of Election.** Enter the month and year of the election for each millage authorized by direct voter approval.

**Column 4: Millage Authorized.** List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

**Column 5: 2019 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2019 permanently reduced rate can be found in column 7 of the 2019 Form L-4029. For operating millage approved by the voters after April 30, 2019, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 6: Current Year Millage Reduction Fraction.** List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2020 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2020 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2020. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

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**Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization).** List the millage rollback fraction for 2020 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2020. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

**Column 9: Maximum Allowable Millage Levy.** Multiply column 7 (2020 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

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**Column 12: Expiration Date of Millage.** Enter the month and year on which the millage will expire.

**2020 Tax Rate Request (This form must be completed and submitted on or before September 30, 2020)**

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Washtenaw and Wayne County (Sumpter Only)</b>	2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020 <b>Washtenaw (\$855,417,453) + Wayne (\$174,640,921)</b>
Local Government Unit Requesting Millage Levy <b>Lincoln Consolidated Schools (2 of 2)</b>	For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>\$207,551,007</b>

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	2019 Refunding debt	12/2019	0.5500	N/A	1.0000	N/A	1.0000	0.5500	N/A	0.5500	
Voted	Rec-All	11/2018	0.0972	0.0972	0.9919	0.0970	1.0000	0.0970	N/A	0.0970	11/2024

Prepared by	Telephone Number	Title of Preparer	Date <b>06/08/2020</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<b>Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.</b>	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	<b>6</b>
For all Other	<b>18</b>

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		<b>Jennifer LaBombarbe</b>	<b>06/08/2020</b>
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		<b>Yoline Williams</b>	<b>06/08/2020</b>

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

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1.0000 for new millage approved by the voters after April 30, 2020. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

**Column 7: 2020 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback.** The number in column 7 is found by multiplying column 5 by column 6 on this 2020 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

**Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization).** List the millage rollback fraction for 2020 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2020. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

**Column 9: Maximum Allowable Millage Levy.** Multiply column 7 (2020 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

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**Column 12: Expiration Date of Millage.** Enter the month and year on which the millage will expire.

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

## MEMBERSHIP RESOLUTION

For the year August 1, 2020 — through July 31, 2021

### LIST ON BACK

\_\_\_\_\_ the School(s) which are under the direction of this Board of Education/Governing Body.

***(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2020-21 must be listed on the back of this form)***

\_\_\_\_\_ City of \_\_\_\_\_

County of \_\_\_\_\_, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2020 and shall remain effective until July 31, 2021, during which the authorization may not be revoked.

### RECORD OF ADOPTION

*The above resolution was adopted by the Board of Education/Governing Body of the*

\_\_\_\_\_ School(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
and is so recorded in the minutes of the meeting of the said Board/Governing Body.

\_\_\_\_\_  
(Governing Body Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City & Zip Code)

\_\_\_\_\_  
(Contact E-mail)

\_\_\_\_\_  
Board Secretary Signature  
or Designee

Check if Designee

# Schools Which Are To Be MHSAA Members During 2020-21

**NOTE:** Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades **6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12**; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

## Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

If necessary, list additional schools  
for either column on a separate sheet.

## Name the Member Junior High /Middle School(s)

*(member 6th, 7th and 8th-grade buildings)*

List separately from HS even if all grades are housed in the same building.

1. \_\_\_\_\_  

Name of Member School

*Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9):* \_\_\_\_\_  
 Provide anticipated 2020-21 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2020-21 6th-grade enrollment \_\_\_\_\_  
  
  1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, complete No. 2.
  2. **Yes or No (circle one)** If 6th-graders are participating & not housed in the same building, add the name of the building that houses 6th-graders to the Membership Resolution.

\_\_\_\_\_
  
2. \_\_\_\_\_  

Name of Member School

*Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9):* \_\_\_\_\_  
 Provide anticipated 2020-21 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2020-21 6th-grade enrollment \_\_\_\_\_  
  
  1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, complete No. 2.
  2. **Yes or No (circle one)** If 6th-graders are participating & not housed in the same building, add the name of the building that houses 6th-graders to the Membership Resolution.

\_\_\_\_\_
  
3. \_\_\_\_\_  

Name of Member School

*Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9):* \_\_\_\_\_  
 Provide anticipated 2020-21 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2020-21 6th-grade enrollment \_\_\_\_\_  
  
  1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, complete No. 2.
  2. **Yes or No (circle one)** If 6th-graders are participating & not housed in the same building, add the name of the building that houses 6th-graders to the Membership Resolution.

\_\_\_\_\_

## Services Agreement

THIS SERVICES AGREEMENT (this “Agreement”) is made this 25<sup>th</sup> day of March, 2020 (the “Effective Date”), between Lincoln Consolidated School District (hereinafter referred to as the “School”) and ATI Holdings, LLC, an Illinois limited liability company, d/b/a ATI Physical Therapy (herein referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled “Services” hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled “Compensation and Attendance Schedule” hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School’s premises or designated “home” field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School’s athletic director or other designee shall notify the Contractor whether the Contractor shall divide his/her time between the scheduled athletic events subject to the Agreement or whether the Contractor shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations. The School also shall be responsible for obtaining any consent or authorization necessary to utilize the application described on Schedule C entitled “Players Health Application Schedule” hereby referenced and incorporated herein, to the extent required under the School’s policies or applicable law.
4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B “Compensation and Attendance Schedule” incorporated herein.

5. Term. This Agreement shall be in full force and effect commencing on August 1, 2020 and shall continue through July 31, 2022 (the “Term”) unless terminated earlier by either party upon at least (30) calendar days’ prior written notice to the other party of its intention to terminate.
6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers’ compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor’s agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers’ compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor’s general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers’ compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other’s satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.
9. Indemnification. Each party (in such case, an “Indemnifying Party”) agrees to indemnify and hold harmless the other party (in such case, an “Indemnified Party”) and the Indemnified Party’s directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party’s duties under this Agreement. Provided, however, that the School shall not be obligated to indemnify or hold harmless the Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd.,

Bolingbrook, IL 60440, Attn: Sports Medicine Director.

12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel.
13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of the Contractor's employees (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in, any employee ceasing to perform services for the Contractor. Nothing herein shall limit the School's right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.
14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.
15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement's subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties.
16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.
17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CONTRACTOR**

ATI Holdings, LLC

By: \_\_\_\_\_  
Name: Ray Wahl  
Title: COO

**SCHOOL**

[SCHOOL]

By: \_\_\_\_\_  
Name:  
Title:

## Schedule A

### **Services**

The Contractor, with the approval of the School, shall designate an individual to provide the athletic training services described in this Agreement while serving as a head athletic trainer to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.

**Schedule B**

**Compensation and Attendance Schedule**

The Contractor will provide one (1) certified athletic trainer for the school terms of 2020-2022 for up to 1400 hours, approximately 35 hours per week during the school year. All of the expenses of the Contractor’s athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor’s athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor’s athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor’s athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

The School will provide the Contractor with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow the Contractor to place information regarding the Contractor’s services and various programs in the School and at the site of the athletic events. The School will allow the Contractor to display the School name and logo and state that it is the “Preferred Sports Medicine Affiliate” for the School on the Contractor’s marketing and advertising materials including, but not limited to, the website used by the Contractor in its business, marketing brochures, posters and other marketing materials. The School will place the Contractor’s logo and text link on the School’s official website with an announcement that the Contractor is the “Official Sports Medicine Provider” for the School. The School will comply with a minimum of one (1) PA announcement (script written by the Contractor) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by the Contractor.

Year One: 2020-2021	\$32,000.00
Three seasonal statements sent each in the amount of	\$10,666.66
Year Two: 2021-2022	\$34,000.00
Three seasonal statements sent each in the amount of	\$11,333.33

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

ATI Physical Therapy  
62718 Collection Center Dr.  
Chicago, IL 60693-0627

**Coverage:**

Athletic Training Room and Game coverage are based on up to 1400 hours per school year, approximately 35 hours per week during the school year.

Additional coverage can be requested at a rate of \$30 per hour of coverage.

Traveling coverage will only be for Varsity football games and all playoff games unless mutually agreed upon between the School and the Contractor.

**Fall:**

Coverage for all levels at all home events for the following sports:

Boys football, MS football, Soccer, Volleyball, Swimming, Tennis, Cross Country, any tournaments hosted by the school. Injury evaluation for cheer and golf.

**Winter:**

Coverage for all levels at all home events for the following sports:

Basketball, Wrestling, MS Wrestling, Swimming, Competitive Cheer and all tournaments hosted at the school. Injury evaluation for Pom and Bowling

**Spring:**

Coverage for all levels at all home events for the following sports:

Baseball, Softball, Soccer, Track, MS Track, Boys Lacrosse, Tennis and all tournaments hosted at the school. Injury evaluation for golf.

## Schedule C

### **Players Health Application**

The Contractor has contracted with AoI Solutions, Inc. d/b/a Player's Health ("PH"), for the Contractor's use of PH's documentation platform (the "PH Platform"). The Contractor believes that the PH Platform will allow the School and the Contractor to better manage intake and injury documentation in a secure environment, as well as improve communications and reporting on injuries and care. The PH Platform has reporting capabilities that will allow the School and the Contractor to create injury tracking and other reports that the Contractor believes can enhance its Services to the School, as well as provide access to bench-marking data to better evaluate and improve the effectiveness of the Services.

Under the Contractor's agreement with PH, PH is permitted to access and analyze de-identified data within the PH Rehab platform for the purposes of analyzing how organizations and health care providers manage health risk including identifying health and risk management best practices that will produce the most effective outcomes for the purpose of developing insights to standardize best practices ensuring sports organizations are nationally contributing to the safest on-field environment possible. PH is permitted to analyze incident tendencies by age, sports, region, body part, playing surface, etc. to better understand how incidents happen in order to assist sports organizations with new rule changes and best practices to mitigate the likelihood of an incident happening. PH also may analyze the care that is provided to athletes, costs associated with an incident, and provider information in order to assist in understanding the most effective treatment for a specific injury of an athlete at various ages. The contract requires that any and all access and use of shall comply with applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), as such laws may be amended from time to time. PH has agreed to share this information and analysis with the Contractor in order to better improve the Services. Any and all other uses of information by PH is prohibited under the Agreement.

In order to utilize the PH Platform, the School agrees to obtain any consents or authorizations which may be required under the School's policies or applicable law for the Contractor to populate the PH Platform with information provided by the School relating to the Services. It is understood that Contractor and the PH Platform will be subject to the direction of the School with respect to the use and maintenance of any information provided by the School. By providing information for use in the PH Platform, the School agrees that Contractor and PH may use the information as described above.

## Services Agreement

THIS SERVICES AGREEMENT (this “Agreement”) is made this 21st day of May, 2020 (the “Effective Date”), between Lincoln Consolidated School District (hereinafter referred to as the “School”) and ATI Holdings, LLC, an Illinois limited liability company, d/b/a ATI Physical Therapy (herein referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled “Services” hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled “Compensation and Attendance Schedule” hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School’s premises or designated “home” field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School’s athletic director or other designee shall notify the Contractor whether the Contractor shall divide his/her time between the scheduled athletic events subject to the Agreement or whether the Contractor shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations. The School also shall be responsible for obtaining any consent or authorization necessary to utilize the application described on Schedule C entitled “Players Health Application Schedule” hereby referenced and incorporated herein, to the extent required under the School’s policies or applicable law.
4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B “Compensation and Attendance Schedule” incorporated herein.

5. Term. This Agreement shall be in full force and effect commencing on August 1, 2020 and shall continue through July 31, 2022 (the “Term”) unless terminated earlier by either party upon at least (30) calendar days’ prior written notice to the other party of its intention to terminate.
6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers’ compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor’s agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers’ compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor’s general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers’ compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other’s satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.
9. Indemnification. Each party (in such case, an “Indemnifying Party”) agrees to indemnify and hold harmless the other party (in such case, an “Indemnified Party”) and the Indemnified Party’s directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party’s duties under this Agreement. Provided, however, that the School shall not be obligated to indemnify or hold harmless the Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd.,

Bolingbrook, IL 60440, Attn: Sports Medicine Director.

12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel.
13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of the Contractor's employees (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in, any employee ceasing to perform services for the Contractor. Nothing herein shall limit the School's right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.
14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.
15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement's subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties.
16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.
17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CONTRACTOR**

ATI Holdings, LLC

By: \_\_\_\_\_  
Name: Ray Wahl  
Title: COO

**SCHOOL**

[SCHOOL]

By: \_\_\_\_\_  
Name:  
Title:

## Schedule A

### **Services**

The Contractor, with the approval of the School, shall designate an individual to provide the athletic training services described in this Agreement while serving as a head athletic trainer to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.

**Schedule B**

**Compensation and Attendance Schedule**

The Contractor will provide one (1) certified athletic trainer for the school terms of 2020-2022 for up to 1600 hours, approximately 40 hours per week during the school year. All of the expenses of the Contractor’s athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor’s athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor’s athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor’s athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

The School will provide the Contractor with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow the Contractor to place information regarding the Contractor’s services and various programs in the School and at the site of the athletic events. The School will allow the Contractor to display the School name and logo and state that it is the “Preferred Sports Medicine Affiliate” for the School on the Contractor’s marketing and advertising materials including, but not limited to, the website used by the Contractor in its business, marketing brochures, posters and other marketing materials. The School will place the Contractor’s logo and text link on the School’s official website with an announcement that the Contractor is the “Official Sports Medicine Provider” for the School. The School will comply with a minimum of one (1) PA announcement (script written by the Contractor) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by the Contractor.

Year One: 2020-2021	\$30,235.00
Three seasonal statements sent each in the amount of	\$10,078.33
Year Two: 2021-2022	\$31,142.00
Three seasonal statements sent each in the amount of	\$10,380.66

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

ATI Physical Therapy  
62718 Collection Center Dr.  
Chicago, IL 60693-0627

**Coverage:**

Athletic Training Room and Game coverage are based on up to 1600 hours per school year, approximately 40 hours per week during the school year.

Additional coverage can be requested at a rate of \$30 per hour of coverage.

Traveling coverage will only be for Varsity football games and all playoff games unless mutually agreed upon between the School and the Contractor.

**Fall:**

Coverage for all levels at all home events for the following sports:

Boys football, MS football, Soccer, Volleyball, Swimming, Tennis, Cross Country, any tournaments hosted by the school. Injury evaluation for cheer and golf.

**Winter:**

Coverage for all levels at all home events for the following sports:

Basketball, Wrestling, MS Wrestling, Swimming, Competitive Cheer and all tournaments hosted at the school. Injury evaluation for Pom and Bowling

**Spring:**

Coverage for all levels at all home events for the following sports:

Baseball, Softball, Soccer, Track, MS Track, Boys Lacrosse, Tennis and all tournaments hosted at the school. Injury evaluation for golf.

## Schedule C

### **Players Health Application**

The Contractor has contracted with AoI Solutions, Inc. d/b/a Player's Health ("PH"), for the Contractor's use of PH's documentation platform (the "PH Platform"). The Contractor believes that the PH Platform will allow the School and the Contractor to better manage intake and injury documentation in a secure environment, as well as improve communications and reporting on injuries and care. The PH Platform has reporting capabilities that will allow the School and the Contractor to create injury tracking and other reports that the Contractor believes can enhance its Services to the School, as well as provide access to bench-marking data to better evaluate and improve the effectiveness of the Services.

Under the Contractor's agreement with PH, PH is permitted to access and analyze de-identified data within the PH Rehab platform for the purposes of analyzing how organizations and health care providers manage health risk including identifying health and risk management best practices that will produce the most effective outcomes for the purpose of developing insights to standardize best practices ensuring sports organizations are nationally contributing to the safest on-field environment possible. PH is permitted to analyze incident tendencies by age, sports, region, body part, playing surface, etc. to better understand how incidents happen in order to assist sports organizations with new rule changes and best practices to mitigate the likelihood of an incident happening. PH also may analyze the care that is provided to athletes, costs associated with an incident, and provider information in order to assist in understanding the most effective treatment for a specific injury of an athlete at various ages. The contract requires that any and all access and use of shall comply with applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), as such laws may be amended from time to time. PH has agreed to share this information and analysis with the Contractor in order to better improve the Services. Any and all other uses of information by PH is prohibited under the Agreement.

In order to utilize the PH Platform, the School agrees to obtain any consents or authorizations which may be required under the School's policies or applicable law for the Contractor to populate the PH Platform with information provided by the School relating to the Services. It is understood that Contractor and the PH Platform will be subject to the direction of the School with respect to the use and maintenance of any information provided by the School. By providing information for use in the PH Platform, the School agrees that Contractor and PH may use the information as described above.

## Services Agreement

THIS SERVICES AGREEMENT (this “Agreement”) is made this 25<sup>th</sup> day of March, 2020 (the “Effective Date”), between Lincoln Consolidated School District (hereinafter referred to as the “School”) and ATI Holdings, LLC, an Illinois limited liability company, d/b/a ATI Physical Therapy (herein referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled “Services” hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled “Compensation and Attendance Schedule” hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School’s premises or designated “home” field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School’s athletic director or other designee shall notify the Contractor whether the Contractor shall divide his/her time between the scheduled athletic events subject to the Agreement or whether the Contractor shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations. The School also shall be responsible for obtaining any consent or authorization necessary to utilize the application described on Schedule C entitled “Players Health Application Schedule” hereby referenced and incorporated herein, to the extent required under the School’s policies or applicable law.
4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B “Compensation and Attendance Schedule” incorporated herein.

5. Term. This Agreement shall be in full force and effect commencing on August 1, 2020 and shall continue through July 31, 2023 (the “Term”) unless terminated earlier by either party upon at least (30) calendar days’ prior written notice to the other party of its intention to terminate.
6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers’ compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor’s agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers’ compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor’s general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers’ compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other’s satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.
9. Indemnification. Each party (in such case, an “Indemnifying Party”) agrees to indemnify and hold harmless the other party (in such case, an “Indemnified Party”) and the Indemnified Party’s directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party’s duties under this Agreement. Provided, however, that the School shall not be obligated to indemnify or hold harmless the Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd.,

Bolingbrook, IL 60440, Attn: Sports Medicine Director.

12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel.
13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of the Contractor's employees (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in, any employee ceasing to perform services for the Contractor. Nothing herein shall limit the School's right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.
14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.
15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement's subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties.
16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.
17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CONTRACTOR**

ATI Holdings, LLC

By: \_\_\_\_\_  
Name: Ray Wahl  
Title: COO

**SCHOOL**

[SCHOOL]

By: \_\_\_\_\_  
Name:  
Title:

## Schedule A

### **Services**

The Contractor, with the approval of the School, shall designate an individual to provide the athletic training services described in this Agreement while serving as a head athletic trainer to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.

**Schedule B**

**Compensation and Attendance Schedule**

The Contractor will provide one (1) certified athletic trainer for the school terms of 2020-2023 for up to 1400 hours, approximately 35 hours per week during the school year. All of the expenses of the Contractor’s athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor’s athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor’s athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor’s athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

The School will provide the Contractor with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow the Contractor to place information regarding the Contractor’s services and various programs in the School and at the site of the athletic events. The School will allow the Contractor to display the School name and logo and state that it is the “Preferred Sports Medicine Affiliate” for the School on the Contractor’s marketing and advertising materials including, but not limited to, the website used by the Contractor in its business, marketing brochures, posters and other marketing materials. The School will place the Contractor’s logo and text link on the School’s official website with an announcement that the Contractor is the “Official Sports Medicine Provider” for the School. The School will comply with a minimum of one (1) PA announcement (script written by the Contractor) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by the Contractor.

Year One: 2020-2021	\$32,000.00
Three seasonal statements sent each in the amount of	\$10,666.66
Year Two: 2021-2022	\$34,000.00
Three seasonal statements sent each in the amount of	\$11,333.33
Year Three: 2022-2023	\$36,000.00
Three seasonal statements sent each in the amount of	\$12,000.00

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

ATI Physical Therapy  
62718 Collection Center Dr.  
Chicago, IL 60693-0627

**Coverage:**

Athletic Training Room and Game coverage are based on up to 1400 hours per school year, approximately 35 hours per week during the school year.

Additional coverage can be requested at a rate of \$30 per hour of coverage.

Traveling coverage will only be for Varsity football games and all playoff games unless mutually agreed upon between the School and the Contractor.

**Fall:**

Coverage for all levels at all home events for the following sports:

Boys football, MS football, Soccer, Volleyball, Swimming, Tennis, Cross Country, any tournaments hosted by the school. Injury evaluation for cheer and golf.

**Winter:**

Coverage for all levels at all home events for the following sports:

Basketball, Wrestling, MS Wrestling, Swimming, Competitive Cheer and all tournaments hosted at the school. Injury evaluation for Pom and Bowling

**Spring:**

Coverage for all levels at all home events for the following sports:

Baseball, Softball, Soccer, Track, MS Track, Boys Lacrosse, Tennis and all tournaments hosted at the school. Injury evaluation for golf.

## Schedule C

### **Players Health Application**

The Contractor has contracted with AoI Solutions, Inc. d/b/a Player's Health ("PH"), for the Contractor's use of PH's documentation platform (the "PH Platform"). The Contractor believes that the PH Platform will allow the School and the Contractor to better manage intake and injury documentation in a secure environment, as well as improve communications and reporting on injuries and care. The PH Platform has reporting capabilities that will allow the School and the Contractor to create injury tracking and other reports that the Contractor believes can enhance its Services to the School, as well as provide access to bench-marking data to better evaluate and improve the effectiveness of the Services.

Under the Contractor's agreement with PH, PH is permitted to access and analyze de-identified data within the PH Rehab platform for the purposes of analyzing how organizations and health care providers manage health risk including identifying health and risk management best practices that will produce the most effective outcomes for the purpose of developing insights to standardize best practices ensuring sports organizations are nationally contributing to the safest on-field environment possible. PH is permitted to analyze incident tendencies by age, sports, region, body part, playing surface, etc. to better understand how incidents happen in order to assist sports organizations with new rule changes and best practices to mitigate the likelihood of an incident happening. PH also may analyze the care that is provided to athletes, costs associated with an incident, and provider information in order to assist in understanding the most effective treatment for a specific injury of an athlete at various ages. The contract requires that any and all access and use of shall comply with applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), as such laws may be amended from time to time. PH has agreed to share this information and analysis with the Contractor in order to better improve the Services. Any and all other uses of information by PH is prohibited under the Agreement.

In order to utilize the PH Platform, the School agrees to obtain any consents or authorizations which may be required under the School's policies or applicable law for the Contractor to populate the PH Platform with information provided by the School relating to the Services. It is understood that Contractor and the PH Platform will be subject to the direction of the School with respect to the use and maintenance of any information provided by the School. By providing information for use in the PH Platform, the School agrees that Contractor and PH may use the information as described above.

## Services Agreement

THIS SERVICES AGREEMENT (this “Agreement”) is made this 21st day of May, 2020 (the “Effective Date”), between Lincoln Consolidated School District (hereinafter referred to as the “School”) and ATI Holdings, LLC, an Illinois limited liability company, d/b/a ATI Physical Therapy (herein referred to as the “Contractor”).

### WITNESSETH:

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled “Services” hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled “Compensation and Attendance Schedule” hereby referenced and incorporated herein.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School’s premises or designated “home” field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School’s athletic director or other designee shall notify the Contractor whether the Contractor shall divide his/her time between the scheduled athletic events subject to the Agreement or whether the Contractor shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible providing access to all emergency phone locations. The School also shall be responsible for obtaining any consent or authorization necessary to utilize the application described on Schedule C entitled “Players Health Application Schedule” hereby referenced and incorporated herein, to the extent required under the School’s policies or applicable law.
4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B “Compensation and Attendance Schedule” incorporated herein.

5. Term. This Agreement shall be in full force and effect commencing on August 1, 2020 and shall continue through July 31, 2023 (the “Term”) unless terminated earlier by either party upon at least (30) calendar days’ prior written notice to the other party of its intention to terminate.
6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers’ compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor’s agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers’ compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor’s general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers’ compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including, premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other’s satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.
9. Indemnification. Each party (in such case, an “Indemnifying Party”) agrees to indemnify and hold harmless the other party (in such case, an “Indemnified Party”) and the Indemnified Party’s directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party’s duties under this Agreement. Provided, however, that the School shall not be obligated to indemnify or hold harmless the Contractor for any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd.,

Bolingbrook, IL 60440, Attn: Sports Medicine Director.

12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel.
13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of the Contractor's employees (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in, any employee ceasing to perform services for the Contractor. Nothing herein shall limit the School's right to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.
14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.
15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement's subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties.
16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.
17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CONTRACTOR**

ATI Holdings, LLC

By: \_\_\_\_\_  
Name: Ray Wahl  
Title: COO

**SCHOOL**

[SCHOOL]

By: \_\_\_\_\_  
Name:  
Title:

## Schedule A

### **Services**

The Contractor, with the approval of the School, shall designate an individual to provide the athletic training services described in this Agreement while serving as a head athletic trainer to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.

**Schedule B**

**Compensation and Attendance Schedule**

The Contractor will provide one (1) certified athletic trainer for the school terms of 2020-2023 for up to 1600 hours, approximately 40 hours per week during the school year. All of the expenses of the Contractor’s athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in an out-of-town athletic event requiring travel or overnight lodging. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor’s athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor’s athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor’s athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

The School will provide the Contractor with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow the Contractor to place information regarding the Contractor’s services and various programs in the School and at the site of the athletic events. The School will allow the Contractor to display the School name and logo and state that it is the “Preferred Sports Medicine Affiliate” for the School on the Contractor’s marketing and advertising materials including, but not limited to, the website used by the Contractor in its business, marketing brochures, posters and other marketing materials. The School will place the Contractor’s logo and text link on the School’s official website with an announcement that the Contractor is the “Official Sports Medicine Provider” for the School. The School will comply with a minimum of one (1) PA announcement (script written by the Contractor) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by the Contractor.

Year One: 2020-2021	\$30,235.00
Three seasonal statements sent each in the amount of	\$10,078.33
Year Two: 2021-2022	\$31,142.00
Three seasonal statements sent each in the amount of	\$10,380.66
Year Three: 2022-2023	\$32076.00
Three seasonal statements sent each in the amount of	\$10,692.00

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

ATI Physical Therapy  
62718 Collection Center Dr.  
Chicago, IL 60693-0627

**Coverage:**

Athletic Training Room and Game coverage are based on up to 1600 hours per school year, approximately 40 hours per week during the school year.

Additional coverage can be requested at a rate of \$30 per hour of coverage.

Traveling coverage will only be for Varsity football games and all playoff games unless mutually agreed upon between the School and the Contractor.

**Fall:**

Coverage for all levels at all home events for the following sports:

Boys football, MS football, Soccer, Volleyball, Swimming, Tennis, Cross Country, any tournaments hosted by the school. Injury evaluation for cheer and golf.

**Winter:**

Coverage for all levels at all home events for the following sports:

Basketball, Wrestling, MS Wrestling, Swimming, Competitive Cheer and all tournaments hosted at the school. Injury evaluation for Pom and Bowling

**Spring:**

Coverage for all levels at all home events for the following sports:

Baseball, Softball, Soccer, Track, MS Track, Boys Lacrosse, Tennis and all tournaments hosted at the school. Injury evaluation for golf.

## Schedule C

### **Players Health Application**

The Contractor has contracted with Ao1 Solutions, Inc. d/b/a Player's Health ("PH"), for the Contractor's use of PH's documentation platform (the "PH Platform"). The Contractor believes that the PH Platform will allow the School and the Contractor to better manage intake and injury documentation in a secure environment, as well as improve communications and reporting on injuries and care. The PH Platform has reporting capabilities that will allow the School and the Contractor to create injury tracking and other reports that the Contractor believes can enhance its Services to the School, as well as provide access to bench-marking data to better evaluate and improve the effectiveness of the Services.

Under the Contractor's agreement with PH, PH is permitted to access and analyze de-identified data within the PH Rehab platform for the purposes of analyzing how organizations and health care providers manage health risk including identifying health and risk management best practices that will produce the most effective outcomes for the purpose of developing insights to standardize best practices ensuring sports organizations are nationally contributing to the safest on-field environment possible. PH is permitted to analyze incident tendencies by age, sports, region, body part, playing surface, etc. to better understand how incidents happen in order to assist sports organizations with new rule changes and best practices to mitigate the likelihood of an incident happening. PH also may analyze the care that is provided to athletes, costs associated with an incident, and provider information in order to assist in understanding the most effective treatment for a specific injury of an athlete at various ages. The contract requires that any and all access and use of shall comply with applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), as such laws may be amended from time to time. PH has agreed to share this information and analysis with the Contractor in order to better improve the Services. Any and all other uses of information by PH is prohibited under the Agreement.

In order to utilize the PH Platform, the School agrees to obtain any consents or authorizations which may be required under the School's policies or applicable law for the Contractor to populate the PH Platform with information provided by the School relating to the Services. It is understood that Contractor and the PH Platform will be subject to the direction of the School with respect to the use and maintenance of any information provided by the School. By providing information for use in the PH Platform, the School agrees that Contractor and PH may use the information as described above.



Proposal for Athletic Training Services for  
**Lincoln High School**

**AN  
EXTRAORDINARY  
HEALTHCARE  
EXPERIENCE**

[athletico.com](http://athletico.com)





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## **A Letter from Kathy Steuwe**

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It is our pleasure to provide you and Lincoln Consolidated Schools with how Athletico can assist you in your athletic training needs in the future. Athletico is a privately owned company committed to providing the highest quality athletic training service as part of its overall physical therapy, occupational therapy and ancillary service lines. Our reputation has allowed us to work with athletes ranging from high school to professional levels.

As a premier provider of physical therapy and athletic training services, we have been proudly serving the Ann Arbor/Ypsilanti community since 2017. Sheena Long, PT/ATC and Facility Manager of the Athletico office in Ypsilanti, located at 4860 Washtenaw Ave. leads her team with a “patients first” philosophy. Sheena is also an athletic trainer and has an extensive sports medicine background. Her services have become the preferred choice for physical therapy and athletic training by many of the local residents.

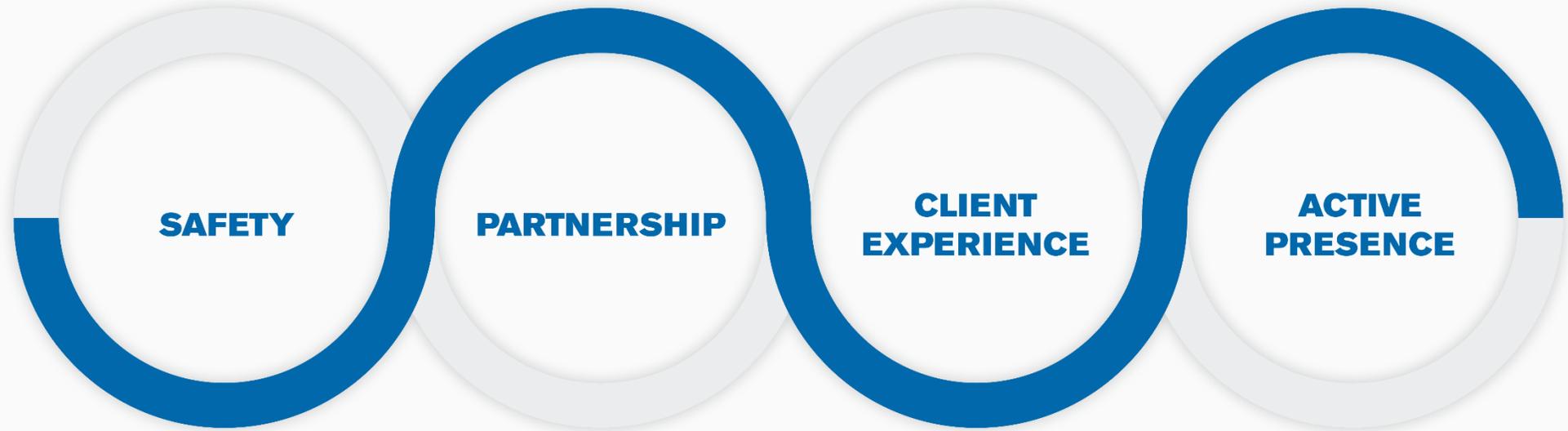
Athletic Training is a cornerstone of our organization and we have a dedicated team consistently working to differentiate our services. We are a company that takes great pride in our partnerships - We are always exploring opportunities to become an even larger facet of the Splitter Nation family. This has included, but not has been limited to, CPR/AED certification for coaches, involvement with career/health fairs, providing observation opportunities for students and membership/involvement in Booster Club events. We also are able to offer certain pricing advantages with our vendor relationships, if you are looking to purchase sports medicine, exercise or strength training equipment or supplies.

Athletico continues to distinguish ourselves as the premier physical therapy and athletic training provider in the area through our partnerships with the best high school, collegiate, and professional affiliations in the Midwest. We have chosen to be selective with our affiliations as they are a reflection on ourselves and the service that we provide. In the attached document you will find Athletico’s response to the items listed in the Request for Proposals. We are truly excited about the opportunity to further enhance our relationship in the community by providing an exciting, extraordinary healthcare experience. Thank you for your time and consideration.

Sincerely,

**Kathy Steuwe, LAT, ATC, PES**  
Manager of Athletic Training Services

# WHY PARTNER WITH **ATHLETICO?**



Our goal is to ensure comfort that you have the best provider with a comprehensive healthcare model to offer your staff, athletes and families.

Partnership is at the core of everything that we do.

We love what we do and have been doing it since day one of our existence.

We are here to help you encounter an extraordinary healthcare experience.

Over the past 25 years we have assisted clients by providing onsite medical services to a myriad of partners - from elite youth clubs to champions at the high school, collegiate, and professional level. Through unparalleled collaboration and an unyielding commitment to excellence, we have set ourselves apart from other providers in the field.

# HOW WE PROVIDE AN EXTRAORDINARY HEALTHCARE EXPERIENCE



## **One of the Largest Employers of Athletic Trainers in the United States**

- We believe in the power of providing athletic training outreach services and are committed to growing our team with the best and brightest staff.



## **Proven Track Record**

- Long term customer relationships with over 400 affiliations including 180 high schools and 30 collegiate institutions, while providing coverage to 675,000 practices and games per year.



## **Customized Solutions to Meet Staffing and Fiscal Needs**

- Whether it is additional staffing requests or summer camp coverage, we are here for our clients and realize the importance of cost containment in today's economy.



## **Instant Access to Physicians**

- Through our relationships in the medical field we can help to expedite appointments to physicians of your choice who specialize in injuries that your participants will encounter, often alleviating wait time for parents and institutions.

# HOW WE PROVIDE AN EXTRAORDINARY HEALTHCARE EXPERIENCE



## **Additional Services to Enhance Performance**

- Our close work with qualified physical therapists and occupational therapists allows us to offer additional service through 12 specialty programs such as, ACL Prevention, Video Gait and Throwing Analysis, CPR instruction, ImPACT Baseline Concussion Testing and body fat testing per state regulations.

## **Vendor Discounts**

- Through our work in the community, we are able to share pricing advantages for those interested in purchasing athletic training supplies and durable goods like AEDs.

## **Athletic Trainers Leading Athletic Trainers**

- Our leadership team is made up of Athletic Trainers, with a combined average of 12 years of experience. We know what it takes to provide the highest level of service to clients.

## **Application of Best Practices**

- We specialize in quality assurance, including but not limited to, emergency action and concussion management planning.

## **Embrace Continuous Learning & Application**

- Athletic Trainers have access to 675+ virtual and classroom-based technical and soft skill training programs. These programs range from student aide program development to time and task management.

# EXTRAORDINARY EXPERIENCES

I am writing to express my gratitude and praise for your Athletic Trainers at the high school. Last Friday, my son was injured in his football game. The **immediate care he received from your Athletic Trainer was nothing short of impressive**. His genuine care for my son and his thorough knowledge of knee and possible injury types gave us immediate calm that he was going to be ok. We took him to the emergency room after the game for X-rays and your Athletic Trainer was in **constant contact** with us until we received the preliminary results at 1:00am. He also met with our son the next morning at 8:00am to check the swelling and ice his knee. **He consulted with our team physician on our behalf and got us an appointment for 7:00am Monday morning**. Unfortunately, my son has a fractured tibia and torn patellar tendon that will need to be surgically repaired. The blow of this news was made so much lighter by the way your athletic trainer talked to my son. He has advised him that he will be there for him and will work with him to get him fully recovered and **back to the sports he loves so much**. I just cannot express how grateful I am that **our school has the kind expertise needed** for these kids to recover both physically and emotionally from sports related injuries.



**MOTHER**



**FIRE LIEUTENANT**



**COACH**



**ATHLETIC  
DIRECTOR**

# EXTRAORDINARY EXPERIENCES

Wednesday night we were dispatched to an ice rink for a player with neck pain after colliding against the boards during play. On arrival we found the player supine on the ice in the care of an Athletic Trainer who was maintaining C-spine precautions while **managing the patient concerns and that of patient's father**, coach, teammates and all involved (no easy task). The Athletic Trainer involved was familiar with c-spine protocol for sports participants that wear protective equipment while playing their sports. She never looked to relinquish responsibility of the patient's care but **instead acted as part of our team** as we removed equipment necessary to stabilize patient's C-spine in preparation for transportation to the Emergency Room. This assistance is crucial to the new protocols for C-spine injuries for these particular patients as the new standard is manpower intensive. This assistance **ensured the best possible care for our patient** being practiced. I'd just like to reiterate for those unfamiliar, the task of determining medical needs in the critical time between an event and arrival of EMS is not easy. It requires **firm, compassionate and effective care with a cool demeanor**. Your Athletic Trainer represents all of these qualities and we were grateful to have her onsite when we arrived.



**MOTHER**



**FIRE LIEUTENANT**



**COACH**



**ATHLETIC  
DIRECTOR**

# EXTRAORDINARY EXPERIENCES



I have been working at our school as a coach the past five years now. I can say unequivocally that your Athletic Trainer has been the **best Athletic Trainer at the school in years**. She is **attentive, communicative, friendly and caring**. I have seen her communicate with the students and they have **a lot of respect for her and her staff**. She is very **professional** about her job and **takes pride in what she does**. Athletico should be extremely proud of her, her work ethic and what she represents.



**MOTHER**



**FIRE LIEUTENANT**



**COACH**



**ATHLETIC  
DIRECTOR**

# EXTRAORDINARY EXPERIENCES

I just want to write a quick note and let you know **how grateful and lucky we are to have an Athletic Trainer here at our school.** The other day we had a freshman swim invite with over 8 teams here at our pool. Our Athletic Trainer was outside covering football practice as she tends to do in the fall, but during warm-ups in the swim meet we had a young freshman girl who is usually a diver for her swim team, enter the pool for a relay event. Being a diver her angle of entry into the pool was at a sharper degree than what a swimmer's would be and she knocked her head against the bottom of the pool. **We were able to reach the Athletic Trainer immediately.** She was able to work with the young swimmer and assess her injury. The Athletic Trainer informed the coach of the visiting school and was able to reach the parents of the child and give instructions as to how to follow up after the parents came to pick the girl up from the swim meet. **Her professionalism, hustle, calm demeanor, all helped make sure that this girl was well taken care of and supported.** Without an Athletic Trainer here on site, I can't imagine how frantic the rest of the untrained folks would be. The level of care and the professional manner in which it is done really **makes me proud for our school district to partner with Athletico.**



**MOTHER**



**FIRE LIEUTENANT**



**COACH**



**ATHLETIC  
DIRECTOR**

**STANDARD**

**VALUE ADDED DISCOUNTS**

**SERVICES**

One (1) Certified Athletic Trainer for 35 hours per week for the MHSAA school year

CPR/AED certification

On-site injury prevention, evaluation, and management

ImPACT test

Maintenance of complete and school obligated documentation

Preferred pricing through Athletico's vendor relationship

Access for students and staff to all Athletico centers for Complementary Injury Screen

Body Fat Test for wrestling per state association policy

Access for students to job shadow

Educational opportunities for staff and/or parents

Development of Emergency Action Plans including Concussion Protocol

**PROPOSAL FOR SERVICES**

***See Proposal Breakdown***

**POTENTIAL ADDITIONAL COSTS**

Request for a second Athletic Trainer  
Requested summer coverage

**\$25/hr** for any overtime incurred by Athletico: to be billed monthly

## **Kathy Steuwe** Manager of Athletic Training Services

---



**PHONE**

517-662-3541



**FAX**

517-263-5786



**EMAIL**

[Kathy.Steuwe@athletico.com](mailto:Kathy.Steuwe@athletico.com)



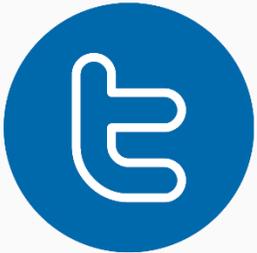
**WEB**

[athletico.com](http://athletico.com)



**COVERAGE APPLICATION**

[athletico.com/ATCoverage](http://athletico.com/ATCoverage)



**TWITTER**

[@Athletico](https://twitter.com/Athletico)



**PROPOSAL BREAKDOWN OF ATHLETIC TRAINING SERVICES FOR  
LINCOLN HIGH SCHOOL THROUGH 2023**

**CURRENT ATHLETIC TRAINING SERVICES**

*30 hours per week per season (average of 5 hours per day based on a Monday-Sat work week)*

FALL	WINTER	SPRING	TOTAL HOURS
30	30	30	1,320 (over 44 weeks)

Total cost for the 2019-2020 school year = **\$30,360**

**Breakdown = \$23/hour**

**ATHLETICO PROPOSAL FOR 2020-23:**

**2020-23**

*30 hours per week per season (average of 5 hours per day based on a Monday-Sat work week)*

FALL	WINTER	SPRING	TOTAL HOURS
30	30	30	1,320 (over 44 weeks)

Total cost for the 2019-2020 school year = **\$27,720**

**Breakdown = \$21/hour**

Installments: Fall	\$9,240.00
Winter	\$9,240.00
Spring	\$9,240.00

**OR**

**2020-23**

*35 hours per week per season (average of 6 hours per day based on a Monday-Sat work week)*

FALL	WINTER	SPRING	TOTAL HOURS
35	35	35	1,540 (over 44 weeks)

Total cost per school year = **\$32,340**

**Breakdown = \$21/hour**

Installments: Fall	\$10,780.00
Winter	\$10,780.00
Spring	\$10,780.00

**ATHLETIC TRAINING SERVICES  
BID FOR SERVICES**

**1 ATC**



**PROBILITY**  
**PHYSICAL THERAPY**

**PREPARED FOR:  
LINCOLN HIGH SCHOOL**

**MAY 26<sup>TH</sup>, 2020**

Probility will provide athletic training services in the form of a full-time Certified Athletic Trainer at contract rates to Lincoln High School. One full-time Athletic Trainers will be dedicated to the high school for two (2) school years (as determined by regular class schedule, 9/1-6/30) commencing with the 2020-2021 school year, followed by the 2021-2022 school year. Following the completion of the 2021-2022 school year, this agreement shall automatically renew for successive school years, unless terminated by either party upon thirty (30) days written notice prior to the expiration of the current contract.

This agreement made this \_\_\_\_ day of \_\_\_\_, 2020 between Lincoln High School (hereafter referred to as "school") and Probility Therapy Services, (hereafter referred to as "contractor".)

School desires to pay for athletic training services which would include, but not be limited to, coverage of sports-med preparation of athletes for sports practices, pre-event, in-event and post-event services to athletes at the school and supervision of medical care to student athletes while they are associated with a sports team.

Contractor desires to provide athletic trainer(s) to provide the services above on behalf of the School under terms and conditions as set forth in this Agreement.

Now, therefore, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

## **Description of Services**

### **Athletic Training Services**

Probility will provide athletic training services in the form of 1 full-time Certified Athletic Trainers at contract rates to Lincoln High School. One full-time Athletic Trainers will be dedicated to the high school, and additional coverage will be provided as needed.

A minimum of 30 hours of Athletic Training services will be provided per ATC to the school per week. During that time, services will consist of:

1. Develop and implement a comprehensive sports medicine program.
2. Educate the Athletic Director (AD) and coaches on appropriate response to emergency situations and concussions.
3. Partner with the AD, strength and conditioning coach and sports coaches on a sport-specific injury prevention program.

4. Partner with the AD, strength and conditioning coach and sports coaches on an appropriate warm up, conditioning and flexibility program.
5. Partner with the team physician to coordinate appropriate care and treatment of injured athletes.
6. Attendance at the School's practices, sporting events and other sports functions as appropriate.
7. Work with the team physician and local physicians on pre-participation physicals.

### **Athletic Trainer Qualifications**

Each Athletic Trainer employed by Probility is required to meet and maintain the following qualifications:

1. Certification by the NATA
2. State of Michigan licensing for Athletic Training
3. Ability to coordinate athlete care with the team physician
4. Adhere to ethical standards established by the NATA
5. Ability to work weekends and school breaks
6. Comply with all applicable school regulations
7. Honor the athlete's decision of treatment provider in accordance with State law

### **Employment of Existing Staff**

In an effort to achieve a smooth transition of services and maintain working relationships already in place, Probility will interview the existing Athletic Trainer currently employed at Lincoln High School and consider them 1<sup>st</sup> for the position. In the event that an Athletic Trainer doesn't meet the qualifications and work requirements established by both Probility and Lincoln Public Schools, Probility will provide the Athletic Trainer ninety (90) days to bring their qualifications up to standard. Probility will cover the cost for any State of Michigan licensing requirements or acceptable continuing education units.

Hiring decisions of any future Athletic Trainers will be will be made by Probility management in conjunction with Lincoln High School. All future hires shall be mutually agreeable to both Probility and Lincoln HS.

## Quality of Care

By working closely with team physicians, Probility Athletic Trainers will coordinate the best possible care for each injured athlete. In addition, Athletic Trainers will communicate closely and coordinate care and return to play with the local Probility clinic. This will ensure the best possible care is provided to the athlete. Although Probility provides the highest level of physical therapy treatment available, it may not always be the case that an injured athlete is referred to a Probility clinic for treatment. Probility staff will yield the decision of treatment providers to the team physician, the athlete's physician, or the athlete's parents.

## Supplies

All supplies, such as ice packs, tape, braces, etc. will be provided by the School.

## Indemnification and Insurance

All Probility employees are covered by professional liability insurance, worker's compensation insurance, and general liability insurance.

## Event Coverage

At a minimum, the Athletic Trainer will provide coverage for the following "home" sporting events. Any sports listed under "as needed" will be covered whenever possible or as requested by the Athletic Department.

<u>Home Events</u>		<u>As Needed</u>	
Baseball	Lacrosse	Bowling	Swimming
Basketball	Soccer	Tennis	Equestrian
Cross Country	Softball	Gymnastics	Pompon
Field Hockey	Track	Figure Skating	Golf
Football*	Volleyball	Skiing	
Ice Hockey	Wrestling		

\*Away football games will also be covered

## Fee Schedule

Probility will charge for athletic training hours on a monthly basis in the set amount of \$3,102 per month, totaling \$31,020 per year. First payment begins September 1<sup>st</sup> and the last payment is issued in June (no payments in July and August). The ATC will be paid by Probility on a Salaried / Professional basis. The ATC will provide a minimum of 30 hours per week for 47

weeks. If the School desires to have Contractor’s Athletic Trainer provide services for events that are not in the normal scope of events listed above, a per hour charge of \$25.00 may be charged, at the discretion of Contractor.

Billing for services will be sent out on a monthly basis.

**Representation of Probility Name**

Contractor Athletic Trainer will be allowed to wear Probility clothing during all school activities. Probility will also have the ability to display signage at the training room, stating that Athletic Trainer is an employee of Probility. School will provide Contractor with the ability to display banners, signage, pens, chap-stick, etc, at School events in easily visible locations.

School will display that Contractor is the “Preferred Sports Medicine Provider” on appropriate media (including website) and Contractor will be allowed to state such on all of its marketing materials and media.

School will provide at least three verbal recognitions, over the PA system, that Contractor is the “Preferred Sports Medicine Provider” at all home sporting events.

**PROBILITY THERAPY SERVICES**

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

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

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

**LINCOLN HIGH SCHOOL**

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

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

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

**ATHLETIC TRAINING SERVICES  
BID FOR SERVICES**

**1 ATC**



**PROBILITY**  
**PHYSICAL THERAPY**

**PREPARED FOR:  
LINCOLN HIGH SCHOOL**

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Cross Country	Softball	Gymnastics	Pompon
Field Hockey	Track	Figure Skating	Golf
Football*	Volleyball	Skiing	
Ice Hockey	Wrestling		

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## Fee Schedule

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weeks. If the School desires to have Contractor’s Athletic Trainer provide services for events that are not in the normal scope of events listed above, a per hour charge of \$25.00 may be charged, at the discretion of Contractor.

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**PROBILITY THERAPY SERVICES**

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

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

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

**LINCOLN HIGH SCHOOL**

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

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

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

**Lincoln Consolidated Schools  
And  
Washtenaw Education Association/Lincoln Education Association**

Lincoln Consolidated Schools (the "District") and Washtenaw Education Association/Lincoln Education Association (the "Union") hereby enter into the following agreement as of the date set forth below, without prejudice and/or precedent, and without establishing any binding practice. This Agreement must be ratified by the Board of Education.

This Voluntary Severance Proposal (VSP) will be offered by the District to employees covered under the master agreement between the District and the Union. The parties agree upon the following conditions for implementation of the VSP:

The VSP is only available to those employees currently employed, or currently on an approved leave of absence, by the District, and are Step 16 or greater on the pay scale in effect on June 9, 2020.

To be eligible, employees must provide a written letter of resignation to the Director of Human Resources via email ([blaylocka@lincolnk12.org](mailto:blaylocka@lincolnk12.org)) no later than 4:30 pm on June 16, 2020 and execute the enclosed release of all claims. The letter must state the employee voluntarily elects to resign effective June 30, 2020. The employee shall have seven (7) calendar days past June 16, 2020 to revoke the letter of resignation after which the letter of resignation becomes irrevocable. Any revocation decision must be communicated to the Director of Human Resources via email ([blaylocka@lincolnk12.org](mailto:blaylocka@lincolnk12.org)) by 4:30 pm on June 23, 2020.

**Category 1:** The District agrees to pay \$20,000 to any teacher who is in the Master's or Master's+30 lanes, is eligible, and resigns from the District by June 30, 2020.

**Category 2:** The District agrees to pay \$15,000 to any teacher who is in the Bachelor's lane, is eligible, and resigns from the District by June 30, 2020, or any teacher who is in the Master's or Master's+30 lanes, and resigns from the District between July 1, 2020 and January 31, 2021.

**Increased Separation Payments:**

If 14 teachers submit a resignation, an additional two thousand dollars shall be paid to each eligible teacher, on top of the payment listed above per category, who submits a resignation in accordance with this VSP.

If 15 or more teachers submit resignation, an additional three thousand dollars shall be paid to eligible each teacher, on top of the payment listed above per category who submits a resignation in accordance with this VSP.

The maximum total payment shall be \$23,000.

The District reserves the right to not implement this VSP in 2020 if any of the following conditions are met:

- Fewer than 12 teachers from Category 1 submit a resignation
- More than 2 teachers in the BA lane from Category 2 submit a resignation

- More than 3 teachers in a critical shortage position (as defined below) submit a resignation

The District reserves the right to delay acceptance of any resignation until January 31, 2021, for any position deemed a "critical shortage" which includes, Psychologist, Social Worker, Spanish Immersion, Special Education, Early Childhood Special Education (ZS or a ZA & Special Education Certifications), Secondary Math, Secondary Science, Health, and Business. Any delayed resignations which occur at the request of the District will be paid in accordance with Category 1. The District will communicate any delayed acceptance of a resignation before August 1, 2020, along with an expected timeline for when the resignation will be accepted no later than January 31, 2021.

The District will accept up to three delayed retirements, which must take effect no later than January 31, 2021. If more than three teachers submit retirements which are effective after June 30, 2020, priority will be given based on seniority. Teachers may not be eligible for a retirement as of June 30, 2020 and must request a later effective date for their retirement in the submitted letter of resignation. The Director of Human Resources will provide confirmation of delayed retirement by July 10, 2020.

A maximum of 25 severance payouts are allowed unless the District agrees to waive the cap. Should the cap of 25 be imposed, the first 25 based on seniority will be accepted. Should the District not implement any portion of the plan the effected resignations shall be considered rescinded.

Payment will be made to a tax deferred account in two equal installments. The first installment will be made in October, 2020, and the second installment will be made in March, 2021. In the event a teacher continues to provide services to the District during the 2020-2021 school year, they shall receive full payment in one installment in March, 2021.

For the District

  
Robert Jansen, Interim Superintendent

For the Association

  
Michael Weathers, LEA President

**LINCOLN CONSOLIDATED SCHOOLS**  
**Ypsilanti, Michigan**  
**BOARD OF EDUCATION / REGULAR MEETING**  
**May 11, 2020**  
**6:00 p.m.**  
**Virtual (COVID-10) Meeting Google Meets**

**OFFICIAL MINUTES**

**BOARD MEMBERS PRESENT**

Yoline Williams, President  
Jennifer Czachorski, Vice President  
Jennifer LaBombarbe, Secretary  
Thomas Rollins, Treasurer  
Connie Newlon, Trustee  
Allie Sparks, Trustee (*Connected at 6:05 pm*)

**ADMINISTRATORS PRESENT**

Robert Jansen, Interim Superintendent  
Adam Blaylock, Human Resources Director  
Adam Snapp, Finance Director

**OTHERS PRESENT**

Due to live stream the individual names of viewers in attendance is unknown.

**1.0 CALL TO ORDER**

President Williams called the meeting to order at 6:00 p.m. in a virtual meeting in Google Meets due to COVID-19.

**2.0 ROLL CALL**

Roll call showed all Board Members were present with the exception of Laura VanZomeren.

**3.0 ESTABLISHMENT OF QUORUM**

A quorum was established.

**4.0 PLEDGE TO FLAG**

The Pledge of Allegiance was recited by Board and audience members.

**5.0 ACCEPTANCE OF AGENDA**

It was moved by LaBombarbe and seconded by Newlon that we accept the agenda as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

**6.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE**

**6.1 Superintendent's Report (*Sparks connected at 6:05 pm*)**

- Melik Williams on being selected as one of just 8 student-athletes statewide from the class of 2022 to be on the MHSAA Student Advisor Council!
- Mr. Jansen thanked staff for their ongoing dedication to Lincoln during the COVID-19 crisis.
- Next steps for the District over the coming weeks will be looking at what the "new normal" looks like for the coming school year.
- High School staff put Class of 2020 signs in the lawns of all senior students.

**6.2 Finance Report**

- 6.2.1 April 2020 Food Service Report  
Report included in Board packet.
- 6.2.2 April 2020 Enrollment Report

Report included in Board packet.

Adam Snapp commented on:

- **CARES Funding** – It is estimated that the District will receive approximately \$655k in additional funds to help with Covid-19 expenditures. As of now, this is only an additional source of revenue to help offset allowable expenditures.
- **Grants** – The District has received the United Way grant. \$15,000 was deposited on 4/30/2020.
- There is a FEMA grant that is available to District's to provide funds for expenses related to Covid-19.

### 6.3 Technology Report

SCHOOL	TOTAL STUDENTS	TOTAL DEVICES	REMAINING
BISHOP	477	210	267
BRICK	497	261	236
CHILDS	511	146	365
MIDDLE SCHOOL	863	253	610
HIGH SCHOOL	1373	269	1104
STAFF		94	
		1233	

### 6.4 Curriculum and Instruction Report

- The COL Plan has been revised to include the components included in the most updated Emergency Order. These included an addendum for GSRP and modifications to our guidelines/expectations
- We are in the process of reviewing the survey results from the survey that went out to our staff (county-wide), families and MS/HS students that assessed their needs moving forward with distance learning; was sent out in a district communication on May 3<sup>rd</sup>
- Professional learning occurred this past Friday for all of our staff. Staff will be engaged in conversations regarding their curriculum/professional learning needs as we discuss possible educational scenarios for the fall and try to be proactive
  - Scenario 1 - all students go back to school day one as "normal."
  - Scenario 2 - some kind of hybrid scenario where some students are in school some of the time
  - Scenario 3 - all remote learning
- Summer school has been modified due to COVID-19. Students will not be in our buildings, but will receive instruction and support remotely.

### 6.5 Human Resources Report

- Thanked staff for stepping up to extra duties during the COVID-19 crisis.
- Looking at staffing next year and what changes will need to be made to the plan originally presented at the Staffing Workshop.

## 7.0 PUBLIC COMMENT

- No public comment

## 8.0 BOARD REPORTS/CORRESPONDENCE

### 8.1 Board Executive Committee Report

The Executive Committee met on May 4, 2020 and will meet next virtually on June 1, 2020.

### 8.2 Board Performance Committee Report

Meeting have been suspended until further notice due to COVID-19.

### 8.3 Board Planning Committee Report 74

Meeting have been suspended until further notice due to COVID-19.

- 8.4 Board Finance Committee Report  
Finance Committee met on May 4, 2020 and will meet again June 1, 2020.
- 8.5 Reports and Correspondence  
No Board Reports or Correspondence

**9.0 NEW BUSINESS**

- 9.1 WISD 2020-2021 Budget Resolution  
Attached is the 2020 Budget timeline, the General Education Original Budget Package, the Special Education Original Budget Package, the WISD Budget Resolution for Board adoption and the Power Point presentation that was presented at the Washtenaw Association of School Boards, Board of Directors Budget Review Meeting on April 23, 2020.

June 1, 2020 is the deadline for local district response to the WISD General Fund budget. The local district Boards of Education must consider a resolution of support for or disapproval of the proposed general fund budget by June 1 of each year and may indicate specific recommendations for changes by June 1, 2020.

It was moved by LaBombarbe and seconded by Newlon that we approve the WISD Budget Resolution indicating support for the proposed 2020-2021 budgets as presented.

Ayes: 6  
Nays: 0  
Motion carried 6-0

- 9.2 Indoor Training Facility Service Contract  
Please see the attached document. Phil Bongiorno, Adam Snapp and Chris Westfall will be available for questions. This is presented for information only at this time; Board action will be requested at a subsequent meeting.

**10.0 OLD BUSINESS**

- 10.1 Minutes of Previous Meeting
  - 10.1.1 Regular Meeting April 27, 2020  
Included in the Board packet were the minutes of the April 27, 2020, Regular Meeting.

It was moved by LaBombarbe and seconded by Newlon that we approve the minutes of the April 27, 2020, Regular Meeting as presented.

Ayes: 6  
Nays: 0  
Motion carried 6-0

- 10.2 WISD Additional Registered Nurse Contract  
An agreement between the WISD and Lincoln Consolidated Schools for the district nurse contract for the 2019-2020 school year is due to expire June 30, 2020. The draft contract for 2020-2021 school year is included in your Board packet. The new contract includes an additional nurse at 1.0 for a total of 2 nurses costing \$17,647.26 for the school year. Board action is requested.

It was moved by LaBombarbe and seconded by Czachorski that we approve the WISD Additional Registered Nurse Contract as presented.

Ayes: 6  
Nays: 0  
Motion carried 6-0

- 10.3 NEOLA Vol 34 No 1 Policy Update  
Attached is Vol. 34 No. 1 for your reference. The Superintendent and Planning Committee have reviewed and recommend approval. Board action is requested.

It was moved by LaBombarbe and seconded by Rollins that we approve the NEOLA Vol 34 No 1 Policy Update as presented.

Ayes: 6

Nays: 0

Motion carried 6-0

10.4 April 2020 Finance Report

Enclosed are the April 2020, Financial Reports. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconded by Newlon that we approve the April 2020, Finance Report as presented.

Ayes: 6

Nays: 0

Motion carried 6-0

10.5 April 2020 Check Register

Enclosed is the April 1-30, 2020, check register in the amount of \$1,855,534.91. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconds by Czachorski that we approve the April 1-30, 2020, check register in the amount of \$1,855,534.91 as presented.

Ayes: 6

Nays: 0

Motion carried 6-0

10.6 April 2020 Trust & Agency Report

Enclosed is the April 2020, Trust & Agency Report. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconded by Newlon that we approve the April 2020, Trust & Agency Report as presented.

Ayes: 6

Nays: 0

Motion carried 6-0

**11.0 CLOSED SESSION**

11.1 Negotiations Teamsters

It will be necessary to enter closed session to discuss negotiation, not to return to open session.

A roll call vote was necessary.

It was moved by LaBombarbe and seconded by Newlon in pursuant to Sections 8(c) of the Open Meetings Act, I move that we enter closed session to discuss the negotiations, not to return to open session.

Ayes: 6

Czachorski, LaBombarbe, Newlon, Sparks, Rollins, and Williams

Nays: 0

Motion carried 6-0

**12.0 ADJOURNMENT**

Mrs. Williams declared the meeting adjourned to closed session at 7:21 p.m. not to return to open session.



### **Background Information**

In early 2017 the district held a community wide strategic planning session which outlined the direction for the five year district vision. The vision was to achieve both academic excellence and expand extracurricular choices. This would be done by developing a college campus mindset to attract students to the district where school of choice has become highly competitive. Those sessions made it clear that the district needed to go out for a bond to meet the vision directives, which included: Increasing enrollment; Improving facilities; Improving the community-education & recreation process; Generating new revenue streams to allow the ability to add 1:1 devices and free up general funds for academics. A main driver to meet the objectives was the building of a new indoor training facility. In mid 2017 the Lincoln Consolidated School District Board of Education approved the motion for a bond to be considered by the voters in the community. In the Fall of 2017 the voters in the community supported the vision and approved the bond.

### **Benefits**

Lincoln will be the only public school district in the State of Michigan with an indoor training facility that includes a 300 meter track, a 90 yard turf field, and workout facility. The main benefit to the Lincoln community is that it will provide both current and future students the ability to train all year round. The building will allow for teams to develop during off seasons which give them a competitive advantage over their peers, and assist Lincoln students with the ability to get into a college sports program. Another benefit of the indoor training facility is the opportunity to generate income, as this is not the main objective of the building, it will allow the district to reduce the burden off the general funds in times of financial uncertainty. It will also allow the district to continue to invest in the education of its students with updated technology, providing additional resources to the teaching staff, maintain facilities, among other things.

### **Comparison Options**

The districts bond team has been analyzing the best way for the district to quickly open the indoor training facility in the most successful manner, to both provide the optimal experience to the Lincoln athletic community, generate funds to cover operating costs, and build revenue. While it has always been the goal of the districts bond team to have the building operated by Lincoln staff, the complexity of opening a major business from the ground up in six months would be unrealistic. It would take 2-3 years before the district would potentially hit the break-even point financially. Therefore, the team started looking at options to successfully open the building within the most cost effective manner, by using a blended model of the Lincoln School district overseeing the operation of the building during student/team usage and then setting time aside for rental use.

The team reached out to various different local clubs and organizations to understand what options the district would have. Below is a chart of various types of groups that the team thought would have an interest level. As you can see by the chart below by selecting one type of sport it would minimize cross sports management, reduce rental revenue, and potentially jeopardize the district with lack of facility management experience. It was quite clear that there were only a few options that would be successful.

Sport	Soccer Club	Football Club	BB/SB Club	Lacrosse Club	E6 Sports	Lincoln Sports	Total Sports
Soccer	√				√	√	√
Football		√			√	√	√
Baseball			√		√	√	√
Softball			√		√	√	√
Lacrosse				√	√	√	√
Golf					√	√	√
Track & Field					√	√	√

**Summary**

After reviewing the data, three organizations stood out. A new company in the area called E6 sports was interested in working with us to manage the building, they wanted to partner with us at a 50/50 stake, but felt quite confident to meet our revenue objectives. The second option was to do everything in house with Lincoln staff running the building, balancing current school/team usage, and looking for renters. The second option will take longer to organize, and would add additional operating expenses to the general fund until the group has exceeded the financial break-even point. The third is a company called Total Sports who currently run the largest collection of indoor facilities in the Midwest. This option would allow the district to run the school/team portion and then allow for Total Sports to schedule rental hours. Total sports has committed to being able to fill all rental hours before the building is open by moving groups that live and play in this area from other facilities within their organization. This option would allow the district to quickly open the indoor building, give the district principal oversight in both school and rental usage at the most reasonable cost to the district, while reducing the burden on general funds.

**Recommendation**

It is the recommendation of the bond team, made up of the district Finance Director, Athletic Director, Assistant Athletic Director, Facility Director and the Interim- Superintendent for the board of education to allow the bond team to move forward with negotiations with Total sports to manage the rental portion of the indoor training building. Currently Total sports owns, manages or partners with facilities in Wixom, Novi, Farmington Hills, Monroe, Rochester Hills, Ypsilanti, Washington Township, Auburn Hills, West Bloomfield, and Rossford, OH, and serves athletes, coaches, and families from all over the region, in sports that range from soccer to softball, to lacrosse to baseball to football. Over the years, ownership, including the exceptional staff of facility managers, department managers, coaches, trainers and administrators, has grown the reach of Total Sports and has continuously moved forward striving to provide exceptional facilities, high level leagues, tournaments and training programs for amateur athletes in all sports.

The recommendation would be for the bond team to move forward with drafting a Letter of Understanding that the Board of Education would approve something similar to a 2-3 year contract, a \$70,000 annual management fee, with a 5% annualized increase year over year. The annual terms is 17 weeks per November through March. Total sports rental hours would be Monday through Friday 5:45pm to 9:30pm, Saturday 8:00am until 8:00pm, and Sunday 8:00am until 6:00pm. There would also be additional incentives for Total Sports to build rental revenue with other Lincoln Athletic facilities.

**LINCOLN CONSOLIDATED SCHOOLS  
PERSONNEL TRANSACTIONS SUMMARY**

**ACTION ITEMS**

<b>Name</b>	<b>Position/Building</b>	<b>Effective Date</b>	<b>Status</b>	<b>Major/Step</b>
Rebecca Nowak	Art Teacher/Lincoln Middle School	5/25/2020	New Hire	BA/Step 1
Debby Seaton	Teacher/Childs Elementary	6/11/2020	Retirement	
Laurie Price	Director's Secretary/Curriculum Department	6/26/2020	Transfer - 12 month	

<b>Name</b>	<b>Position/Building</b>	<b>Return to Work Date</b>	<b>Status</b>	<b>Approved/Not Approved</b>
Olympia Pianpanagoulis	Bus Driver/Transportation	6/18/2020	Leave	