PARTNERSHIP AGREEMENT
BETWEEN
CITY OF ANN ARBOR
AND
LESLIE SCIENCE AND NATURE CENTER

2007

PARTNERSHIP AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER

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PARTNERSHIP AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER
RECITALS

1. Dr. Eugene and Mrs. Emily Leslie both died in 1976. Prior to their deaths, the Leslies donated their Ann Arbor homestead and adjacent real property ("Leslie Properties") to the City of Ann Arbor ("the City"). Dr. Leslie's Will bequeathed the remainder of his estate to a trust ("Leslie Trust"), stating that the assets were to be used "to maintain and improve the residence, buildings, and land heretofore deeded to the City of Ann Arbor, but not including land devoted to the Leslie Golf Course. It is my wish that said land be used for a children's park."

2. The City has honored Dr. Leslie's intent by operating a science and nature facility commonly known as "the Leslie Science Center" ("LSC"), which

3.

1

"partnership" between them will enhance the scope and quality of such programming that can be provided to the youth, families and other residents of Ann Arbor and surrounding areas of southeastern Michigan. Under such a partnership, program development and operations, staffing for programs, and certain other responsibilities would be transferred to the Organization, while the City would provide use of the land and certain other City services and resources. The City and the Organization are committed to trying to create a successful partnership that will extend well beyond the terms of this first Partnership Agreement.

5. Under the management and operation of the Organization, the grounds, facilities and programs now commonly known as the Leslie Science Center would be known as the "Leslie Science and Nature Center," which name better reflects the scope and content of the LSC's programs. Hereafter in this Agreement the programs of the LSC and the Leslie Properties grounds and facilities now used for the purposes of the LSC, when under the supervision and control of the Organization, shall be referred to as the Leslie Science and Nature Center or LSNC.

THEREFORE, in consideration of the mutual promises and agreements contained herein, the City and the Organization agree as follows:

ARTICLE I

Transition Plan for Management and Operation of the Leslie Science and Nature Center

The general purpose of this Partnership Agreement (also "Agreement") is to address future governance, management, operations, maintenance, capital and financial obligations of the Organization and the City with respect to the Leslie Science and Nature Center. The Partnership Agreement includes certain provisions that are specific to the transition to the Organization of certain financial and staffing obligations for the Leslie Science and Nature Center. Some of the salient provisions of the transition plan are the following:

A. Transition Period. The Transition Period shall be the three (3) year period commencing on July 1, 2007 and ending on June 30, 2010.

B. Annual Review of A reement urin Transition Period. The parties acknowledge that the experience they will gain during the Transition Period may suggest that changes to certain provisions of the Agreement are necessary or desirable to effectuate the purposes of the Agreement and to do so in an economically feasible manner. Therefore, the parties agree that the Organization's designee and the City's designee will jointly review the provisions of the Agreement annually (or, at the request of one of the parties, more frequently) during the Transition Period. If one or both of the parties determines that

modifications to the Agreement are necessary or appropriate, the parties shall follow the modification procedure set forth in Article II, Section B, 2.

C. Staffing. The transition plan included in this Agreement provides for the transfer of current City permanent and temporary employees to the Organization and creation of additional staffing positions by the Organization in accordance with Resolution R-80-3-07 of the Ann Arbor City Council, dated March 5, 2007. Unless otherwise agreed to by the parties by written amendment to this Partnership Agreement, the Organization shall have available, or will engage, at its own expense, sufficient trained employees to provide all program services specified in this Agreement commencing January 1, 2008, and thereafter for the remainder of the term of this Agreement. The City shall have no further obligation to provide or assign City employees to the LSNC or to assist the Organization in satisfying its staffing obligations under the terms of this Agreement.

D. Financial Commitment. The transition plan included in this Partnership Agreement provides for financial commitments by the City to assist with operational expenses for the period July 1, 2007 through June 30, 2009 as specified by Resolution R-80-3-7 and appropriated as part of the approved Ann Arbor FY07-09 Financial Plan and the approved FY 08 budget; the assignment of any trust proceeds paid to the City as beneficiary of the Eugene H. Leslie Trust Fund during the term of this Agreement, subject to the condition that the any trust funds disbursed to the Organization be used for the maintenance and improvement of the buildings and land in accordance with that

ARTICLE II

Term, Periodic Review and Renewal of Agreement

A. Term. The term of this Agreement shall be ten (10) years from the Effective Date of this Agreement, which shall be July 1, 2007 ("Term of Agreement").

B. Review of the Agreement.

1. Mandatory Periodic Review. During the Transition Period, periodic review of the Agreement shall be performed at the intervals set forth in Article I, following the modification procedures set forth below. Thereafter, the Organization's designee and the City's designee will jointly review certain provisions of the Agreement during the fifth, seventh and tenth years of the Agreement.

2. Request for Modification And Good Faith Negotiations. If one party believes that a modification of one or more of the provisions of the Agreement is necessary to that party's ability to perform its obligations under the Agreement ("necessary modification") or would be desirable in order to better effectuate the purposes of the Agreement ("desirable modification"), in connection with the mandatory periodic review process described in Section B, 1 of this Article II, that party shall provide written notice to the other party of a request to renegotiate and modify such provisions and shall state in the notice whether a modification is necessary or desirable. A requesting party shall act in good faith in identifying a requested modification as necessary or desirable. The parties agree to renegotiate the provisions at issue in good faith and in a manner that attempts to preserve as much as possible of the purposes and economic arrangements originally contemplated by the parties. If the parties are unable to reach agreement on a requested modification within ninety (90) days after the date of a notice requesting renegotiation and modification, the parties shall continue to try to reach agreement pursuant to the dispute resolution provisions of Article XII.

3. Inability to Agree On Modification. If the parties are unable to reach an agreement concerning a requested necessary modification pursuant to the processes and time period set forth in Section B, 2 of this Article II, then either party may terminate the Agreement by giving 120 days written notice to the other party. During this 120 day period, the City shall attempt to arrange for a transition of the Organization's responsibilities under this Agreement. The foregoing termination right is in addition to any other termination rights the parties may have under the Agreement. This right

of termination shall not apply to a requested desirable modification; with respect to such a requested modification, the parties shall continue to work in good faith to find an accommodation that both parties can accept.

4. Modifications Agreed to By Parties. Any modification must be approved by the Organization and the City Administrator, or designee and must be reduced to a writing that is signed by the authorized representatives of the parties. Any modification which substantially alters the responsibilities of the parties under this Agreement may also be subject to approval of City Council and the Board of Directors of the Organization.

5. Provisions Outside Scope of this Article. Notwithstanding the foregoing paragraphs of this Article II, the following provisions of the Agreement shall not be subject to the mandatory review and renegotiation rights provided in Section B of this Article II: Article III, Article IV and Article V, which provisions are necessary conditions to the Organization's willingness and ability to assume its obligations under this Agreement.

B. Renewal. This Agreement may be renewed by mutual agreement of the parties for a term and under terms and condition to be negotiated and approved by the respective governing bodies of the City and the Organization. At this time the parties intend that the "partnership" between them will be a long term relationship that will evolve over time and extend beyond the term of this Agreement.

ARTICLE III

Lease and ht to Use Land Tan ibles Fixtures and Im rovements

A. Lease of Leased Premises to Or anization. In consideration of the terms and conditions of this Agreement, the City hereby leases to the Organization for the Term of the Agreement the portions of the Leslie Properties that are more particularly described in Exhibit A hereto (hereafter the "Leased Premises"), for the purposes and subject to the terms described in this Agreement. The Organization shall have no obligation to pay rent to the City during the term of this Agreement. The Organization's agreements contained in this Agreement constitute the sole consideration for the lease of the Leased Premises.

1. Existin Resident Tenants. This lease to the Organization is subject to existing leases or use agreements, whether written or oral, between the City and Natural Area Preservation ("NAP") of the City Public Services Area and Project Grow, a nonprofit organization (the terms of the respective contracts are incorporated here

by reference). Effective July 1, 2007, the Organization is authorized to administer any such existing lease or use agreement and to collect and retain the rents therefrom. As contract administrator, the Organization shall report annually, commencing July 1, 2008 and each July 1st thereafter for the remainder of the term of the Agreement, or such other term or reporting date as is hereafter agreed to by the parties, to the City Community Services Area Administrator, or designee, on any issues raised, complaints received, and rents collected or remaining outstanding, in connection with the Organization's administration of the leases or use agreements. The Organization shall promptly notify the City Community Services Area Administrator of any claim of loss or damage to person or property in connection with received made to or received as administrator of the leases or use agreements and agrees to fully cooperate in investigation or any other aspect of such claim.

2. Organization's Right To Occupy Current NAP/Project Grow Office Space Upon Termination/Expiration of Existing Lease or Use Agreements. Upon the termination or expiration of the term of any lease or use agreement now in effect with NAP or with Project Grow for office space, the Organization shall have the

Exhibit B

	Task Roles and Responsibilities for City Owned Property - See Task Definitions Below along with Notes and Key Code	Light Maintenance	Heavy Maintenance	Light Repairs	Heavy Repairs	Renewal or Rebuild	Complete Replacement	Comments
STRUCTURES								
1	Raptor enclosures	LSNC	CITY	LSNC	CITY	CITY	CITY	
2	Shed (old spray shed)	LSNC	CITY	LSNC	CITY	CITY	CITY	
3	solar sign by base of drive	LSNC	CITY	LSNC	CITY	CITY	CITY	
4	solar sign by sidewalk	LSNC	CITY	LSNC	CITY	CITY	CITY	
5	dumpster pad and enclosure	CITY	CITY	CITY	CITY	CITY	CITY	
KEY CODES FOR ROLES AND RESPONSIBILITIES								
	City - Means the City has primary responsibility for this task for this item							
	LSNC - Means the Organization has primary responsibility for this task for this item							

AGREEMENT BETWEEN

CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT C

SITE IMPROVEMENTS AND LANDSCAPING PLAN

The following Site Improvement and Landscaping Plan consists of the attached Site Improvements and Landscaping Plan Drawing and the balance of this Exhibit C comprise the documentation showing all current and planned improvements for the Leslie Properties/Leslie Science Center (See Exhibit A) as of July 1, 2007. The most current version of this document, developed as provided for in the Maintenance and Capital Improvement Planning Process in Exhibit D, will replace this first version when it is completed.

This Site Improvements and Landscaping Plan consists of the following sections:

1. Competed City Millage Funded Improvements
2. Planned City Millage Funded Improvements
3. Proposed Future Improvements – drawn from following sources
    a. City's Parks and Recreation and Open Space Plan (PROS Plan)
    b. City's Capital Improvement Plan
    c. City's Maintenance Plan Improvements/Replacements
    d. LSNC Site Improvements and Landscaping Plan
4. Site Improvements and Landscaping Plan Drawing(s)

As additional capital, site and maintenance improvements are developed each year they will be incorporated into the most current version of this Site Improvements and Landscaping Plan and the Attached Site Improvements and Landscaping Plan Drawing.

Com leted Ci Milla e Funded Im rovements

The City has made the following improvements to the Site that are incorporated by reference into the attached Site Improvement and Landscaping Plan:

(iii) Preschool Programs

River Tots – Monthly programs ages 0-2 years old with caregiver exploring Gallup Park and exercise.

River Rapscallions – Monthly programs 2-4 years old with caregiver exploring the river with boats, fishing and river activities.

(iv) Boy Scouts and Girl Scouts - Canoe, kayak and fishing specific badge programs. Currently developing these programs.

(v) River Day Camps - Currently ages 1st-5th grade, expand to middle school in future. Explore the river with boats, fishing and river activities.

(vi) Public Programs Wetlands by Canoe, Bird Walks/Paddles, Turtle Paddles, Senior Walks/Paddles, Moonlight Paddles

c. Material Recovery Facility (MRF) Tours

(i) Monthly Open Houses give the public a chance to tour the MRF's recycling operations and participate in monthly feature activities and topics.

(ii) MRF tours/programs and activities for school, scout and other groups

d. Recycling Education in Schools

2. LSNC Baseline Services

The Leslie Science Center provided a variety of different natural science and environmental education experiences for children and their families in 2006-07. School and scout programs serve mostly preschool to elementary school age children from greater southeastern Michigan.

a. Fieldtrips: *KidScience in the Park*

The Center offers 11 different programs that complement and supplement the Ann Arbor science curriculum and also the Michigan state standards. The most popular programs are *Exploratory Trip to the Black Pond, Sensing Nature, Orienteering in the Park, Tremendous Trees,* and *Animal Behavior.*

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT E

ENVIRONMENT AND NATURAL SCIENCE EDUCATION PLAN

The City and the Organization are both committed to a joint partnership to use the City's Parks System and resources and the Organization's resources to enhance environmental education Such efforts shall be documented in this Joint Environmental and Natural Science Education Plan, the most recent version of which is incorporated into this Agreement by reference.

Baseline Services

The parties, as of the date of execution of this agreement, are currently providing baseline environmental education services ("Baseline Services") as provided for below. These services are incorporated by reference into the Joint Environmental and Natural Science Education Plan.

1. City Baseline Services

a. Natural Area Preservation Volunteer Workdays, Training, and Workshops

NAP offers training to volunteers regarding prescribed burns, inventorying various flora and fauna, and other restoration activities.

b. Canoe Livery Operations

(i) River Connections – Organization of canoe liveries and parks that promotes education and outdoor adventure along the Huron River.

River Connections – school districts in the Huron River Watershed using experiential education program – field studies combined with canoeing – to better understand biology, hydrology and recreational benefits and understand how humans impact river systems and methods for reducing those impacts. Currently targeting 7th grade students in Ann Arbor, Dexter, Ypsilanti, and Willow Run school districts.

(ii) Physical Education Programs - Local school districts attend physical education programs – canoeing, kayaking and fishing – to instill in students the importance of wholesome pastimes and healthy outdoor lifestyles while gaining an appreciation and sense of stewardship of the river. Received a grant for Community High School in 2007-2008.

AGREEMENT BETWEEN

CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT D

LSNC MAINTENANCE AND CAPITAL IMPROVEMENT PLANNING PROCESS

As part of the City and Organization's periodic and annual review processes as provided for in

associated assets, and structures (Exhibit B).

As needed, either Party may provide to the other Party a draft update of either or both of these Exhibits for joint discussion, development and updating.

Upon submittal of such document(s), the other Party agrees to engage in the Exhibit updating process as provided for below.

5. If either the Organization or City has taken action as provided for in Steps 3 and 4 above, then the parties agree to update the relevant Exhibits following the steps outlined in Article XII, Dispute Resolution.

The results of this LSNC Maintenance and Capital Improvements Planning Process shall be confirmed in writing as updated Exhibit(s) for this Agreement. In the absence of such written documentation, the Exhibits currently in place shall stand.

Approval for Emergency Improvements: The Organization reserves the right to inform the City in writing if a maintenance or improvement project needs to be implemented immediately for emergency reasons and that, if applicable, reimbursement for any costs incurred by the Organization for such emergency improvements would be handled consistent with the provisions of this Agreement. The City reserves the right to inform the Organization in writing if a maintenance or improvement projects needs to be implemented immediately for emergency and that, if applicable, reimbursement for any costs incurred by the City for such programs for individuals and families, with a focus on programs for children and young people, at the Leslie Properties. LSC programs also make regular and extensive use of the adjacent City parkland, including the Black Pond Woods Park, and operate off-site at other City parks, public schools and other appropriate locations. Funding for LSC programs and staff and for the maintenance of LSC grounds and facilities comes from a variety of sources, including the Leslie Trust, City General funds, millage funds, fees generated by programs and rentals at LSC, private donations and other sources. LSC's programs have grown in depth and scope over the years, the most recent addition to which is a significant raptor program. The demand for on-site and off-site LSC programs now exceeds the City's ability to provide resources to meet these demands, particularly staffing needs.

b. Outreach Programs: KidScience on Wheels

The Center offers 6 outreach programs, including In Cold Blood, Endangered Species, and Fur, Feathers, and Scales.

c. Preschool programs: *Preschool in the Park*

There are three preschool programs reflecting their seasonal nature, *Preschool Fall, Preschool Winter and Preschool Spring.*

d. Grant funded programs: funded by Pfizer, Visteon, Starbucks, Wolf Family, and GM

The Science Center receives funding for a variety of different projects providing science programs for school age children from elementary to high school. In all cases, we work directly with school children and their teachers in developing and teaching the programs. In the Pfizer and Visteon programs, LSC staff worked with every second grade student in Ypsilanti public schools three different times over the course of the year. In the Wolf Family foundation funded program, LSC staff worked with third, fourth and fifth grade students from Northside School, King Elementary School and Carpenter in a cumulative program based on school habitat and ecosystems. The GM and Starbucks funded program provides funding for a full scale water quality testing and monitoring program that includes a civic action project and youth symposium.

e. After school programs:

LSC has been approached by Bryant Elementary School and Pittsfield Elementary School to provide after school science enrichment programs once a week during the winter months.

f. School family science programs: *Family Nature Night*

The Center offers an interactive science program for school children and their families including a live animal presentation. These programs take place at the school, usually in the evening hours.

g D g

g. Scout programs:

LSC offers a variety of scout programs that are badge related for boy and girl scouts. Scout groups can choose between two hour programs or overnight programs in which they spend the night on site.

h. Day camp programs:

For eleven weeks during the summer and during school breaks, LSC offers day camp for children 4 to 14 years old. The youngest age groups enjoy half-day nature fun exploring the

Black Pond Woods, visiting the Critter House and playing games in the fields. The oldest groups take part in day-long canoe trips, two night camping overnight adventure, orienteering, and an around the town scavenger hunt.

i. Very Young children programs: *Tiny Tot Time*

Once or twice a month, LSC offers nature for the very young. Children one to three years old with a caregiver delight in simple nature-related games, art project, short strolls through the woods, a visit to our critter house and singing songs.

j. Pre-school ro rams for the ublic: *Tyke programs*

The Center provides a once a week program for a month surrounding a particular theme for children ages four and five.

k. Public Programs

The Center provides a wide variety of science and nature programs targeting families, adults, and children.

l. Birthday Parties

Our nature themed birthday parties are popular with children ages four to thirteen.

Additional Services

The parties agree to cooperatively develop additional (beyond Baseline Services) free and fee-based programs, camps and educational experiences that have environmental and/or natural science education as the primary focus, the plans for which shall be incorporated herein as part of the Joint Environmental and Natural Science Education Plan.

Such Additional Services contained in this version of the Joint Environmental and Natural Science Education Plan are described below:

Program Descriptio	Target Audience	Targeted Outcomes	Assignments	LSNC Role
Program #1:				
Program #2:				
Program #3:				
Program #4:				

R

Exhibit E

Develo ment Process for The Joint Environmental and Natural Science Education Plan

The parties agree to cooperatively develop this Joint Environmental and Natural Science Education Plan with the following Schedule:

1. The Joint Environmental and Natural Science Education Plan for 2008 shall be jointly developed by no later than December 31, 2007 and shall be incorporated into this Agreement as Exhibit E.
2. The Joint Environmental and Natural Science Education Plan for each succeeding year shall be jointly developed by no later than December 31 of the immediately prior year. Exhibit E shall be updated annually to reflect the Joint Environmental and Natural Science Education Plan for the upcoming calendar year.

LSNC _____ **Date** _____
Signature

City _____ **Date** _____

Exhibit E

AGREEMENT BETWEEN

CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT F

CITY PARKS AND RECREATION SCHOLARSHIP PROGRAM

CITY OF ANN ARBOR
SCHOLARSHIPS AND NON-FEE SEASON PASSES
CRITERIA FOR ELIGIBILITY

Scholarships and non-fee season passes are available to all individuals and families who are residents of the City of Ann Arbor, and meet one of the four requirements below.

1. Are currently receiving financial assistance from any one of the following social agencies:

   Washtenaw County Department of Social Services
   Social Security Administration
   Catholic Social Services
   Michigan Employment Security Commission
   Family Independence Agency

   Exception: Those individuals and families only receiving food stamp assistance, are not eligible for a Scholarship or non-fee season pass under this eligibility criteria.

2. Are currently receiving a scholarship from Ann Arbor Rec. & Ed and are City of Ann Arbor residents.

3. Are not currently receiving assistance from authorized social service agencies but meet the following criteria for establishing eligibility:

2007
INCOME LIMIT TABLE

Household Size	100% Scholarship "Very Low Income"	50% Scholarship "Low Income"
1	$ 28,850	$ 41,700
2	32,950	47,700
3	37,100	53,650
4	41,200	59,600
5	44,500	64,350
6	47,800	69,150
7	51,100	73,900
8	54,400	78,650

Income, as used here, means income before deduction for income taxes, employee's Social Security taxes, insurance premiums, bonds and other employee deductions.

In applying the guidelines, administrators may consider both the income of the family during the previous calendar year and the family's current rate of income to determine which is the better indicator of need for a scholarship or non-fee season pass.

In applying the guidelines, administrators may consider both the income of the family with other financial resources available.

4. Do not meet previously stated eligibility requirements, but whose income is used for the following special hardship conditions which could not be reasonably anticipated or controlled by the household:

    a. Unusually high medical expenses;

    b. Special education expenses due to mental or physical condition of the individual;

    c. Disaster or casualty losses; and/or

    d. Other circumstances deemed eligible by the Manager of Recreation Facilities & Services of Parks and Recreation.

LSNC _____ **Date** _____
Signature

City _____ **Date** _____

Exhibit F

AGREEMENT BETWEEN

CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT G

LSNC SPONSORSHIP AND NAMING POLICY

This policy when adopted as provided for in this Agreement will be attached and incorporated into this Agreement as Exhibit G. Exhibit G shall thereafter be reviewed and when necessary or appropriate the most current version will replace the first version when it is completed.

LSNC _____ **Date** _____
Signature

City _____ **Date** _____

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT H

INFORMATION TECHNOLOGY MEMORANDUM OF UNDERSTANDING

Attached

Exhibit H

OFFICE CORRESPONDENCE

TO: Kirsten Levinsohn, Executive Director
Leslie Science and Nature Center

CC: Jayne Miller, Community Services Area Administrator

FROM: Dan Rainey, Information Technology Director

DATE: June 14, 2007

SUBJECT: Memo of Understanding between City of Ann Arbor Information Technology Service Unit and Leslie Science and Nature Center ("LSNC"), a 501(c)3 organization, partially supported by the National Wildlife Federation ("NWF").

The Leslie Science Center currently receives information technology services through the City of Ann Arbor's Information Technology Services Unit (ITSU) and for FY 2008, the IT Charge is $19,866. This charge covers the use of 4 personal computers, 4 email and 4 Human Resource accounts, access to CLASS Program and Facility Reservations, and Online Program Registration, AMS Financials, AMS Human Resource and BRASS budget software, network and server access and end user support including voicemail and helpdesk services.

While the transition away from the City is ongoing, ITSU will work with the LSNC and NWF to ensure a smooth migration to the LSNC's new technology provider.

Once the LSNC is independent of the City, technology services will be provided by NWF including internet access, network infrastructure, applications access and support, and end user support. ITSU will reclaim all city-owned network hardware, software, personal computers and any other City-owned technology assets of value. Access to any City technology services including software access to CLASS Program and Facility Reservations, and Online Program Registration, AMS Financials and BRASS, will cease when separation from the City is complete.

Local and long-distance phone services and Centrex-line access are currently provided to LSNC by AT&T/SBC and voicemail services are provided by ITSU. Upon separation from the City, LSNC will still receive local and long-distance phone services and Centrex-line access from AT&T/SBC but will need to contract voicemail services from them as well. ITSU will help with this one-time transition as part of our separation services.

Upon final separation from the City, the annual Leslie Science Center IT service charge will be pro-rated to reflect the actual usage of IT services up to the separation. A new IT services pricing structure will be developed to support any ongoing needs.

Exhibit H

AGREEMENT BETWEEN

CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT I

STAFFING

As part of the City and Organization's transitional staffing plan as provided for in Article IX, the parties agree to the following staffing assignment and process for hiring when necessary or appropriate the most current version will replace the first version when it is completed.

Named Employees

The Organization shall hire and supervise its own employees. The exception shall be those permanent and temporary employees named below who shall remain employees of the City of Ann Arbor, entitled to wages and benefits and rights under their respective employment agreements (if any), City ordinances and Human Resources Policies and Procedures (October 2005, as amended). Supervision of these City employees will be performed by the Organization.

Permanent Ci Em lo ee Name	Job Classification	Date of Hire	Hourly Rate

Tem ora Ci Em lo ees Name	Job Classification	Date of Hire	Hourly Rate

All City employees hired as temporary employees of the parks and Recreation Unit shall be subject to City of Ann Arbor Human Resources procedures in connection with background checks and drug screens for all new temporary hires. This will also include re-hires who have not worked for the City of Ann Arbor within 1 year. The policy and procedures effective the date of this Agreement is described below:

Background Checks

- Pre-Employment Screening Authorization Form
- Fair Credit Reporting Act Disclosure & Authorization Disclosure
- Motor Vehicle Record Search (Completed only if driving is a requirement of the job and they will/may be driving a City Vehicle.)

- National Criminal Search Plus* (which includes the Sex Offender Directory)

Drug Screening

- Pre-Employment Screening Authorization Form
- 5 panel drug screen (dip stick method)
- * Comprehensive 5 Panel Drug Screen
  (Completed only if Phoenix Services basic drug screen comes up

Phoenix Services, the City's contractor, will ask the candidate to complete an authorization form. A (5) five-panel drug screen (dip stick method) will be performed. If a positive screen comes back, candidate will be sent immediately to Business Health Services for a more formal Chain of Custody drug test that will be sent to laboratory for testing. Results will generally be back within 24-48 hours.

Parks and Recreation Service Unit will be responsible for the additional hiring costs incurred July 1, 2007 through December 31, 2007 in connection with the provision of staff to the Organization under the terms of Article IX and this Exhibit I.

LSNC _____ **Date** _____
Signature

City _____ **Date** _____

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND LESLIE SCIENCE AND NATURE CENTER.

EXHIBIT J

SIGNAGE, PLAQUES AND DISPLAY SPECIFICATIONS

These specifications when adopted as provided for in this Agreement will be attached and incorporated into this Agreement as Exhibit J. Exhibit J shall thereafter be reviewed and when necessary or appropriate the most current version will replace the first version when it is completed.

LSNC _____ **Date** _____
Signature

City _____ **Date** _____