

Union City Community Schools
“Striving For Excellence in Everything We Do”

Union City, Michigan 49094 / Superintendent’s Office (517) 741-3300 – Fax (517) 741-5205

Board of Education Agenda

Monthly Board Meeting (Immediately Following Public Hearing)	High School Media Center
Monday, June 21, 2021	6:30 PM

I. Call To Order

II. Addition or Deletion of Items to the Agenda

III. Consent Agenda

a. Approval of Minutes

1. Regular Meeting 5/17/21
2. Special Meeting 6/7/21
3. Closed Session 6/7/21
4. Special Meeting 6/9/21
5. Closed Session 6/9/21
6. Special Meeting 6/14/21

b. Resignation

Ronda Gottschalk has resigned as a middle school paraprofessional effective June 4, 2021.

c. Resignation

Lauren Wright, elementary special education teacher, has resigned effective June 30, 2021.

d. Resignation

Jason Counterman, Junior Varsity Football Coach, resigned effective May 26, 2021.

e. Resignation

Doug Counterman has resigned as an Assistant Football Coach effective immediately.

IV. Correspondence

V. Public Comment

a. Public Comments Statement

This is the section of the meeting in which the public may make comments or share their opinions about items on the agenda. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

VI. **Action Items**

a. **Financials**

Board action is required to approve the financials for the month ending May 31, 2021.

b. **2020-2021 Budget Amendment Resolution**

Board action is required to approve the 2020-2021 budget amendment resolution as presented.

c. **2021-2022 Budget Resolution**

Board action is required to approve the 2021-2022 budget resolution as presented.

d. **Borrowing Resolution**

Board action is required to approve the borrowing resolution for the 2021-2022 school year as presented.

e. **Millage Levy Resolution**

Board action is required to approve the 2021 Tax Millage Rate Request Report to County Board of Commissioners (L-4029). This report requests levying the allowable portion of the 18.000 mills on non-homestead and non-qualified agricultural property (currently 17.7252 mills) on December 1, 2021; and, that on all district properties, an amount not to exceed the allowable portion of the 4.5 mills authorized by the voters for Sinking Fun Millages (currently 4.4751 mills) on December 1, 2021.

f. **MHSAA Resolution**

Board action is required to approve participation in the MHSAA for the 2021-2022 school year.

g. **School of Choice Resolution**

Board action is required to approve participation in School of Choice (105 and 105C) for the 2021-2022 school year.

h. **NEOLA Policies**

Board action is required to approve the miscellaneous policies.

i. **Juul Litigation**

Board action is required to approve joining the litigation against vaping manufacturers.

j. **Bus Bids**

Board action is required to approve the bids for two 2020-21 65-passenger buses.

k. **Bread Bids**

Board action is required to approve Aunt Millie's as the bread vendor for 2021-2022.

l. **Milk Bids**

Board action is required to approve Cedar Crest for the dairy products vendor for 2021-2022.

m. **Winter Sports Coaches**

Board Action is required to approve the winter sports coaches as presented by Athletic Director, Hayley Denney.

n. **High School Cross Country Coach**

Board action is required to approve Jessica Decker as the high school cross country coach for fall 2021.

o. **High School Failure Rates/Class Association**

Board action is required to approve that moving forward high school students class association will be based on their current total credits earned.

VII. **Public Comment**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about Union City Community Schools. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.

VIII. **Information Items**

a. **Continuity of Learning Plan - End of Year Report**

b. **Long-Range Facilities Planning**

Triangle and Tower Pinkster will present information on the long-range facilities planning at a future Committee of the Whole Meeting.

c. **2021-22 School Calendar**

IX. **Board Roundtable**

X. **Closed Session**

Board action is required to adjourn to closed session for the purpose of discussing contract negotiations per Section 8(c) of the Open Meetings Act.

XI. **Adjournment**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items five (V) and seven (VII).

Upon request to the Superintendent, the District shall make reasonable accommodations for a disabled person to be able to participate in this meeting.

Monthly Board Meeting
Monday, May 17, 2021 6:30 PM Eastern

High School Gym
430 St. Joseph Street
Union City, MI 49094

Call To Order

President Searls called the meeting to order at 6:30 p.m.

Paula DeJongh:	Present
Amber Herman:	Present
Darin LaBar:	Present
Dave Mathis:	Present
Archie Mears:	Present
Kyler Miller:	Present
Jennifer Searls:	Present

Others: R. Steel, C. Katz, S. Leson, J. Johnson, J. Thomas, A. Case, J. Owens, H. Denney, D. McDowell, D. Frey, public.

Pledge of Allegiance

Opening Statement

Addition or Deletion of Items to the Agenda - None

Consent Agenda

The Board of Education approves the consent agenda as presented. This motion, made by Darin LaBar and seconded by Amber Herman, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Approval of Minutes

Regular Meeting 4/19/21

Special Meeting 5/7/21

Retirement

Resignation

Resignation

Maternity Leave

Maternity Leave

Correspondence

Comments From the Audience on Discussion Items - None

Public Comments Statement

Presentation

Rob Kuhlman and David DeVier from Glen Oaks Community College presented on the Early Middle College option for high school students.

Action Items

Closed Session

Board action is required to adjourn to closed session for the purpose of discussing a student suspension per Section 8(b) of the Open Meetings Act . This motion, made by Kyle Miller and seconded by Darin LaBar, Carried. The board adjourned to closed session at 7:14 p.m.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Board action is required to call the meeting back to order. This motion, made by Darin LaBar and seconded by Kyle Miller, Carried. President Searls called the meeting back to order at 7:29 p.m.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Student Suspension

Board action is required to suspend a high school student for the remainder of the school year as recommended by Mrs. Case. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Financials

The Board of Education approves the financials for the month ending April 30, 2021 as presented. This motion, made by Archie Mears and seconded by Amber Herman, Carried.
Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Graduation Credit Adjustment

The Board of Education approves the graduation credit adjustments starting with the Class of 2021 as presented. This motion, made by Amber Herman and seconded by Kyle Miller, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Vietnam Veteran Diploma Presentation

The Board of Education approves the presentation of a high school diploma to Howard Grigsby. This motion, made by Darin LaBar and seconded by Dave Mathis, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Extended Continuity of Learning Plan (ECOL)

The Board of Education reconfirms the Extended Continuity of Learning Plan (ECOL). This motion, made by Amber Herman and seconded by Kyle Miller, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Public Comments

Tate Goodwin, Rachel Dutcher and Seth Inman, Heather Crance letter read by Jennifer Miller.

Discussion Items

CISD Election Resolution

Board discussion regarding the selection of a delegate and alternate to cast a vote for the open Calhoun Intermediate School District (CISD) board seat on behalf of the board of education. Board discussion also needs to take place to select a candidate for the open position.

Alternative Education Program

Proposed program for high school students – further discussion/action at the June 7 Committee of the Whole Meeting.

Superintendent Goals

Discussion and action of superintendent goals at the June 7 Committee of the Whole Meeting.

Comments

Jessica Payne

Public Comments Statement

Information

MSBO Voluntary Certification Program

The board congratulated Sara Leson, Business Manager, for meeting all requirements under the MSBO Voluntary Certification Program and earning the Chief Financial Officer certification.

High School Failure Rates/Class Association

Superintendent Steel informed the board regarding changes in class association starting in 2021-22. Students will be classified according to credits instead of cohort year.

Kyle Miller thanked all staff and students for getting through this difficult year.

Adjournment

Board action is required to adjourn the meeting. This motion, made by Amber Herman and seconded by Darin LaBar, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea

Yea: 7, Nay: 0

President Searls adjourned the meeting at 8:59 p.m.

Kyle Miller

Secretary

Kelly AcMoody

Recording Secretary

Monthly Committee of the Whole
Meeting
Monday, June 7, 2021, 6:30 PM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order

President Searls called the meeting to order at 6:31 p.m.

Paula DeJongh: Present
Amber Herman: Present
Darin LaBar: Present
Dave Mathis: Present
Archie Mears: Present
Kyle Miller: Present
Jennifer Searls: Present

Others: R. Steel, C. Katz, S. Leson, J. Johnson, J. Thomas, A. Case, J. Owens, H. Denney, S. Keever, D. McDowell, D. Frey, staff and public.

Pledge of Allegiance

Opening Statement

Addition or Deletion of Items to the Agenda - None

Public Comment

Sherry Falkner, Emily Dibert, Kenny Burgett, Sarah Connelly, Mandi MacDonald, Carrie Zuck, AJ Thornton, Catherine Nixon, Jared Thornton, Chrissy Bigelow – UCCS Teacher/Staff concerns.

Public Comments Statement

Discussion Items

NFHS Network

Hayley Denney presented information about the NFHS network to stream live and on demand high school sports. This does not require further board action.

Budget Amendment for 2020-2021 and 2021-2022 Budget Information

Presented information on the 2021-2022 Budget and an overview of the 2020-2021 amendment that the board will need to approve at the June regular meeting.

NEOLA Policies

First reading for miscellaneous policies. These policies will be an action item at the June regular meeting.

Juul Litigation

Board discussion took place regarding joining a litigation against vaping manufacturers. This will be an action item at the June regular meeting.

Bus Purchasing Options

Business Manager, Sara Leson, was given direction to seek bids for two new buses.

Board Communication

President Searls spoke to the public about how meetings are posted and how to view the agendas and all the information related to the agenda.

Action Items

Assistant Maintenance Supervisor Hiring

The Board of Education approves the hiring of Andrew Hemker as Assistant Maintenance Supervisor. This motion, made by Dave Mathis and seconded by Amber Herman, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Alternative Education Program

The Board of Education approves the Alternative Education Program as presented. This motion, made by Amber Herman and seconded by Kyle Miller, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Security Camera and Door Access Bid Acceptance

The Board of Education approves the bid from Moss not to exceed \$250,000 for the security cameras and door access security upgrades. This motion, made by Dave Mathis and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Closed Session

The Board of Education adjourns to closed session for the purpose of discussing the superintendent's goals as part of her evaluation per Section 8(a) of the Open Meetings Act. This motion, made by Kyle Miller and seconded by Archie Mears, Carried. The board adjourned to closed session at 8:49 p.m.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Board action is required to call the meeting back to order. This motion, made by Dave Mathis and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea

Yea: 7, Nay: 0 President Searls called the meeting back to order at 9:24 p.m.

Superintendent Goals

The Board of Education approves a 2% merit pay for Superintendent Steel based on goal completion. This motion, made by Dave Mathis and seconded by Paula DeJongh, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea

Yea: 7, Nay: 0

Public Comments

Mike Eyre, Tate Goodwin, Jessica Payne – UCCS concerns

Public Comments Statement

Board Roundtable

Dave Mathis, Darin LaBar, Amber Herman, Paula DeJongh

Adjournment

The Board of Education adjourns the special meeting. This motion, made by Darin LaBar, seconded by Amber Herman, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea

Yea: 7, Nay: 0

President Searls adjourned the meeting at 10:07 p.m.

Kyle Miller
Secretary

Kelly AcMoody
Recording Secretary

Special Meeting
Wednesday, June 9, 2021 5:30 PM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order

President Searls called the meeting to order at 5:30 p.m.

Paula DeJongh: Present
Amber Herman: Present
Darin LaBar: Present
Dave Mathis: Present
Archie Mears: Present
Kyle Miller: Present
Jennifer Searls: Present

Others: J. Thomas, A. Case, D. McDowell, staff and public.

Pledge of Allegiance

Opening Statement

President Searls also presented information about future streaming of board meetings and how the public can subscribe to the district calendar.

Addition or Deletion of Items to the Agenda - None

Public Comment

Tate Goodwin, Eric Tundevold, Stacy Guertler – support of Chris Katz

Public Comments Statement

Action Items

Closed Session

The Board of Education adjourns to closed session for the purpose of reviewing job applications of superintendent candidates per Section 8(f) of the Open Meetings Act. This motion, made by Darin LaBar and seconded by Kyle Miller, Carried. The board adjourned to closed session at 5:46 p.m.

Amber Herman – Y Darin LaBar – Y Dave Mathis – Y Archie Mears – Y
Kyler Miller – Y Paula DeJongh – Y Jennifer Searls - Y
Yea: 7, Nay: 0

Board action is required to call the meeting back to order. This motion, made by Darin LaBar and seconded by Amber Herman, Carried. President Searls called the meeting back to order at 7:53 p.m.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Selection of Candidates for Interviews

Mears – 6,3,4
DeJongh – 6,3,4
Miller – 3,6,4
LaBar – 3,6,4,8
Mathis – 4
Herman – 3,4,6
Searls – 3,6,4

The Board of Education approves to interview candidates 3, 6, and 4. This motion made by Darin LaBar and seconded by Kyle Miller, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

Discussion Items

Preparation of Interviews for Superintendent Candidates

Dave Killips from Michigan Leadership Institute explained the interview process, board responsibilities, and public participation for the June 14 interviews.

Public Comment - None

Public Comments Statement

Adjournment

The Board of Education adjourns the special meeting. This motion made by Kyle Miller and seconded by Archie Mears, Carried.

Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

President Searls adjourned the meeting at 8:25 p.m.

Kyle Miller, Secretary

Kelly AcMoody, Recording Secretary

Special Meeting – Superintendent
Interviews
Wednesday, June 14, 2021, 5:00 PM Eastern

High School Media Center
430 St. Joseph Street
Union City, MI 49094

Call To Order

President Searls called the meeting to order at 5:02 p.m.

Paula DeJongh: Present
Amber Herman: Present
Darin LaBar: Present
Dave Mathis: Present
Kyle Miller: Present
Jennifer Searls: Present

Absent: Archie Mears; Others: J. Thomas, A. Case, D. McDowell, S. Leson, J. Owens, staff and public.

Pledge of Allegiance

Opening Statement

President Searls also informed the public that the superintendent survey results would be posted on the school website soon under the Superintendent Search link.

Dave Killips from Michigan Leadership Institute explained how the superintendent interviews would run and how the public could be involved with filling out public comment sheets, and interview questions that would be reviewed and possibly used in the final interviews. The public comment sheets were read by all board members before the board voted on final interviews.

Addition or Deletion of Items to the Agenda - None

Public Comment

Mike Eyre, Eric Tundevold – questions about the process and agenda items.

Public Comments Statement

The Board of Education moves the second public comment to before the action item. This motion made by Dave Mathis and seconded by Darin LaBar, Failed.

Paula DeJongh: Nay, Amber Herman: Nay, Darin LaBar: Nay, Dave Mathis: Yea, Kyle Miller: Nay, Jennifer Searls: Nay

Yea: 1, Nay: 5

Candidate Interviews

5 p.m. - Chris Katz, Chief Information Officer
Union City Community Schools

Archie Mears arrived at 5:22 p.m.

6:15 p.m. - Todd Gonser, High School Principal
Leslie Public Schools

7:30 p.m. - Chris Ruiters, Chief Academic Officer
Choice Schools Associates

Action Items

Selection of Candidates for Final Interviews

Mears – Chris Ruiters, Chris Katz

Miller – Chris Katz, Chris Ruiters

Mathis – Chris Katz

Herman – Chris Ruiters, Chris Katz

LaBar – Chris Katz, Chris Ruiters

Herman – Chris Katz, Chris Ruiters

Searls – Chris Katz, Chris Ruiters

The Board of Education approves the selection of Chris Katz and Chris Ruiters for second interviews. This motion made by Amber Herman and seconded by Archie Mears, Carried.
Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Nay, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 6, Nay: 1

Discussion Items

Preparation of Interviews for Superintendent Candidates

Dave Killips from Michigan Leadership Institute explained the interview process, board responsibilities, and public participation for the June 23 interviews.

Public Comment

Emily Dibert, Tate Goodwin, Doug Diamond

Public Comments Statement

Adjournment

The Board of Education adjourns the special meeting. This motion made by Amber Herman and seconded by Kyle Miller, Carried.
Paula DeJongh: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea, Kyle Miller: Yea, Jennifer Searls: Yea
Yea: 7, Nay: 0

President Searls adjourned the meeting at 9:56 p.m.

Kyle Miller, Secretary

Kelly AcMoody, Recording Secretary

June 2, 2021

Dear Mrs. Thomas,

I would like to inform you that I am resigning from my position as a Paraprofessional for Union City Community Schools effective June 4, 2021.

I am relocating to Maryland where my adult children and grandchildren now reside. This was an extremely tough decision, but feel this is best for us as a family. It is very important to me to watch my grandchildren grow up.

Thank you so much for the wonderful opportunity to work within this amazing school district. Union City will always be home to me and my children. I will always cherish the relationships that I have built here. Mrs. Thomas, thank you for your support and understanding through the last two years. It was never unnoticed how much you care about your staff. I will miss this place along with the kids and all the staff.

Sincerely,

A handwritten signature in cursive script that reads "Ronda Gottschalk".

Ronda Gottschalk

Lauren Wright
8806 Pine Island Ct N
Mattawan MI, 49071
(269)903-7913

Jennifer Johnson
Principal
601 Walnut Ln
Union City MI, 49094

Dear Mrs. Johnson,

I am writing this letter to officially notify you that I will be resigning from my current position as a resource teacher at Union City Elementary School. My effective resignation date will be June 30, 2021.

My time here has been a wonderful experience and the students at Union City Elementary School are incredible. Due to personal reasons, I will be moving out of state.

Being a teacher at Union City Elementary School has been a genuine pleasure and invaluable learning experience. I am grateful for the opportunity.

If you have any questions or require additional information you can reach me by phone or email: lauren.c.wright10@gmail.com.

Thank you for your time.

Sincerely,

Lauren Wright



Hayley Denney <hdenney@unioncityschools.org>

Resignation

Jason Counterman <jason.counterman@unioncityschools.org>
To: Hayley Denney <hdenney@unioncityschools.org>

Wed, May 26, 2021 at 4:38 PM

To Whom It May Concern,

It is with great reluctance I must resign my position as Union City High School Junior Varsity Football Coach.

This determination was made for the following reason:

- Currently my work schedule is 6 days - 64 hours, with no sign of change in the near future. This, along with my responsibilities as the UCHS Varsity Wrestling Coach leaves little time for my wife, family and hobbies.

As a Varsity Head Coach I understand the necessity to have sub-varsity and assistant coaches who are committed and available for team activities. Unfortunately I do not feel I fit that description for the UCHS Football Program at this time.

Thank You For Your Understanding & Go Chargers!

Jason M. Counterman

To Whom It May Concern:

I regret to inform you that I must step down as a Football coach this fall. I love this game with a passion that burns deep, however now as life has blessed me with two children and my lovely wife, I feel I cannot take the needed time away from my family to coach football. I believe to coach you have to be all in and I cannot offer that at this time.

I am sorry for the timing of this letter as this has been very difficult.

Good Luck this season and always and forever GO CHARGERS!

A handwritten signature in black ink, appearing to read "Douglas Counterman". The signature is written in a cursive style with a long, sweeping underline.

Douglas Counterman

June Board Notes

Superintendent
Steel



General Notes

Consent Agenda: I am recommending we accept the consent agenda as presented. We wish Ronda Gottschalk, Doug Counterman, Jason Counterman and Lauren Wright as they move to new adventures. We thank them for their service to our work.

Correspondence: The board received numerous telephone calls, emails and letters from staff members disagreeing with the presentation from some teachers/counselors at our recent Committee of the Whole Meeting. They expressed they did not agree and in many cases didn't even know about the letter and planned presentation.

Action Items:

Financials:

These are the financials as presented by our treasurer.

May 2021

4/30/21 Beginning Cash on Hand: \$ 3,726,536

Total Revenue: \$1,052,674

Total Expenditures: \$1,049,204

5/31/21 Total Cash on Hand: \$ 3,730,005

Total of Bills: \$746,365

Total Net Payroll: \$302,840

Total Bills and Payroll to be Approved: \$1,049,204

Budget Amendment Resolution 2020-2021:

Ms. Leson has prepared a budget amendment based on our recent spending. These amendments reflect current available funds and revenue. There are no significant changes from our projections excluding a significant increase in our medical expenses.

2020-2021 Budget Resolution:

Our recommendation is to plan for an increase of \$100 dollars per student for the 2021-2022 school year. This is based on projections from the Senate Fiscal Agency and is conservative. If these projections are not accurate we will amend the budget based on contract negotiations and additions to our district to improve teaching and learning.

Borrowing Resolution:

Sara is recommending we borrow an additional amount to ensure we have enough to support cash flow.

Millage Levy Resolution:

We need to approve the 2021 Tax Millage Rate Request Report to the County Board of Commissioners (L-4029). This report requests levying the allowable portion of the 18.000 mills on non-homestead and non-qualified agricultural property (currently 17.7252 mills) on December 1, 2021; and, that on all district properties, an amount not to exceed the

allowable portion of the 4.5 mills authorized by the voters for Sinking Fund Millages (currently 4.4751 mills) on December 1, 2021.

MHSAA Resolution: AD Denney is recommending we continue to participate in the MHSAA for the 2021-2022 school year.

School of Choice Resolution: We must approve our participation in both 105 and 105C school of choice for the 2021-2022 school year.

Neola Policies:

We have several policies that need updated.

These updates are in response to legislative action which included an amendment to State School Aid Act Section 166 (MCL 388.1766), with immediate effect. As amended, Section 166 requires school boards to adopt and implement a policy that prohibits school officials, board members, and school employees from referring a student for an abortion or assisting a student in obtaining an abortion. Parents/ legal guardians of such a student are not subject to this policy.

Failure to adopt such a policy is no longer subject to a \$100,000 forfeiture of state aid, but rather, a violation of Section 166 will be enforced through a complaint procedure, which could result in a 1% forfeiture of state aid, if the violation is substantiated by MDE. As amended, Section 166 no longer includes "other persons" in the prohibition, nor does it impose a fine against an employee who violates the policy.

These revised policies and administrative guideline reflect the current state of the law and should be adopted in order to maintain accurate policies and guidelines.

The following documents are included in this update:

Policy 2410 - Prohibition of Referral or Assistance (Revised)

Policy 2414 - Reproductive Health and Family Planning (Revised)

Policy 2418 - Sex Education (Revised)

Juul Litigation:

We have been invited to join a class action law suit to seek damages from the makers of Vapping pens. The lawsuit alleges they deliberately targeted youth in their advertising. Our participation does not require any resources but could result in funds to provide services for students currently addicted to vapping.

Bus Bids: Ms. Leson and Ms. Frey solicited bus bids and received three. Based on reviewing the bids, Ms. Leson is recommending we accept the bid provided by MidWest Transit.

Bread Bids: Ms. McDowell solicited bids for bread for the 2021-2022 school year. She received one bid and is recommending we use Aunt Millies.

Milk Bids: Ms. McDowell solicited bids for milk for the 2021-2022 school year. She received two bid and is recommending we use Cedar Crest Dairy.

Winter Coaches: AD Denney has submitted a slate of coaches for the winter season for your consideration.

Cross Country Coach: AD Denney has submitted Jessica Decker as the HS Cross Country Coach for your consideration.

Class Association: We propose to associate student class designation based on credits earned rather than years spent in the building. Our hope is to have students realize they are not on track to graduate earlier than they have in the past.

Information Items:

Triangle Report: We have a team coming into the building on June 24th to finish up the long range report. Please feel free to join us.

Extended Continuity of Learning Plan (End of the Year Report):

As required, I submitted our end of the year report to the CISD and the state.

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: April 2021 Financials

REASON FOR BOARD CONSIDERATION: The Board should approve the financials each month.

FACTS AND ANALYSIS:

1. All financial transactions should be approved by the board.
2. Our Business Manager has assured that these amounts are accurate based on account reconciliations and current best practice in the area of school finance.
3. Ms. Leson has submitted the financials for your review.
4. Financials: Board action is required to approve the financials for the month ending May 31, 2021.

4/30/21 Beginning Cash on Hand: \$ 3,726,536
Total Revenue: \$1,052,674
Total Expenditures: \$1,049,204
5/31/21 Total Cash on Hand: \$ 3,730,005
Total of Bills: \$746,365
Total Net Payroll: \$302,840
Total Bills and Payroll to be Approved: \$1,049,204

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the financials for the month ending May 31, 2021 as presented.

Motion by _____ Support by _____

Ayes _____ Nays _____

Roll Call Vote DeJongh _____ Herman _____ LaBar _____

Mears _____ Miller _____ Mathis _____ Searls _____

UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2021			UNION CITY COMMUNITY SCHOOLS - TREASURER'S REPORT STATUS OF GENERAL, DEBT RETIREMENT, FOOD SERVICE, TRUST & AGENCY, AND SINKING FUNDS AS OF MAY 31, 2020		
Current Year			Prior Year		
Balance as of 4/30/2021			Balance as of 4/30/2020		
General Fund Cash Accounts	3,191,595		General Fund Cash Accounts	1,162,876	
Food Service Checking Accounts	41,933		Food Service Checking Accounts	17,364	
Trust & Agency Checking Accounts***	107,362		Trust & Agency Checking Accounts***	110,184	
SF Cash	382,809		SF Cash	691,132	
SF DS Cash 2013	2,532		SF DS Cash 2013	2,532	
SF DS Cash 2016	305		SF DS Cash 2016	329	
Total Cash On Hand	\$3,726,536		Total Cash On Hand	1,984,417	
Current Month Activities			Prior Year-Current Month Activities		
		YTD Activities			
General Fund Revenue	1,043,776	13,321,163	General Fund Revenue	1,637,441	
Food Service Revenue	5,021	235,798	Food Service Revenue	20,072	
Trust & Agency Revenue	3,844	51,722	Trust & Agency Revenue	31	
SF Revenue	33	535,578	SF Revenue	76.99	
SF DS Revenue 2013	0	0	SF DS Revenue 2013	0.03	
SF DS Revenue 2016	0	509,221	SF DS Revenue 2016	0	
Total Revenue	\$1,052,674	14,653,482	Total Revenue	1,657,620	
General Fund Expenses	724,354	8,429,551	General Fund Expenses	709,618	
Net Payroll	302,840	3,122,192	Net Payroll	429,170	
Food Service Expenses	13,328	237,706	Food Service Expenses	35,178	
Trust & Agency Expenses	8,682	52,303	Trust & Agency Expenses	782	
SF Expenses	-	562,425	SF Expenses	513,856.25	
SF DS Expenses 2013	-	-	SF DS Expenses 2013	-	
SF DS Expenses 2016	-	509,245	SF DS Expenses 2016	-	
Total Expenses	\$1,049,204	12,913,421	Total Expenses	1,688,604	
Balance as of 5/31/2021			Balance as of 5/30/2020		
General Fund Cash Accounts	3,208,176		General Fund Cash Accounts	1,661,799	
Food Service Checking Accounts	33,626		Food Service Checking Accounts	2,258	
Trust & Agency Checking Accounts***	102,524		Trust & Agency Checking Accounts***	109,432	
SF Cash	382,841		SF Cash	177,353	
SF DS Cash 2013	2,532		SF DS Cash 2013	2,532	
SF DS Cash 2016	305		SF DS Cash 2016	329.2	
Total Cash On Hand	\$3,730,005		Total Cash On Hand	1,953,704	

Union City Community Schools
 General Fund Statement of Revenue and Expenditure Compared to Budget
 For Period Ending May 31, 2021

	YTD ACTIVITY	CURRENT BUDGET	VARIANCE	PERCENT OF BUDGET
REVENUE				
Local Sources	1,094,432	\$ 1,000,674	93,758	109.37%
State Sources	6,455,386	8,783,399	(2,328,013)	73.50%
Federal Sources	193,361	915,065	(721,704)	21.13%
Other Financing Sources	384,963	646,757	(261,794)	59.52%
		32,882		
TOTAL REVENUE	8,128,142	11,345,895	(3,217,753)	
EXPENDITURES				
INSTRUCTION				
Basic Program	4,148,548	5,098,961	950,413	81.36%
Added Needs	1,268,229	1,557,414	289,185	81.43%
Total Instruction	5,416,777	6,656,375	1,239,598	
SUPPORT SERVICE EXPENSE				
Pupil	513,266	599,394	86,128	85.63%
Improvement Instructional Staff	69,879	144,347	74,468	48.41%
General Administration	366,067	403,982	37,915	90.61%
School Administration	591,813	677,041	85,228	87.41%
Fiscal Services	263,918	324,936	61,018	81.22%
Operation & Maintenance	881,630	1,070,457	188,827	82.36%
Transportation	400,700	519,477	118,777	77.14%
Central Support	315,878	502,922	187,044	62.81%
Athletics	307,198	359,264	52,066	85.51%
Community Services	3,713	3,706	(7)	100.18%
Payments to Other Govt Units	2,865		(2,865)	0.00%
Site Improvement Services	0		0	0.00%
Prior Period Adjustments	12,891		(12,891)	0.00%
Debt Service	35,832	35,832	0	0.00%
Fund Modification to Food Service		0	0	0.00%
Total Support Services	3,765,649	4,641,358	652,361	
TOTAL EXPENDITURES	9,182,426	11,297,733	1,891,959	
EXCESS REVENUE (EXPENDITURES)	(\$1,054,284)	\$48,162		
Non-spendable (inventory)	10,410	10,410		
Assigned (Capital Expenditures)	75,000	75,000		
Unassigned (Undesignated)	1,141,062	1,141,062		
BEGINNING FUND BALANCE	1,226,472	1,226,472		
ENDING FUND BALANCE	\$172,188	\$1,274,634		

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: June Budget Amendment 2020-2021

REASON FOR BOARD CONSIDERATION: The Board should consider budget amendments when information is obtained that the projected budget needs revisions.

FACTS AND ANALYSIS:

1. All budget amendments should be approved by the board.
2. Our Business Manager has assured that these amounts are accurate based on account reconciliations and current best practice in the area of school finance.
3. Ms. Leson has consulted with her colleagues and has submitted the budget amendments for your review.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the proposed budget amendments for the 2020-2021 school year as presented.

Motion by _____ **Support by** _____

Ayes _____ **Nays** _____

Roll Call Vote Herman _____ Mathis _____ DeJongh _____ LaBar _____

Mears _____ **Miller** _____ **Searls** _____

**GENERAL FUND BUDGET COMPARISON
UNION CITY COMMUNITY SCHOOLS
FOR THE PERIOD ENDING JUNE 30, 2021**

	-650 PER PUPIL JUNE 2020 -2021	BUDGET AMEND. SEPT. 2020-2021	BUDGET AMEND. APRIL 2020-2021	BUDGET AMEND JUNE 2020-2021	DIFFERENCE IN BUDGET AMEND.
REVENUE					
Local Sources	\$ 955,965	\$ 871,754	\$ 1,000,674	\$ 1,002,552	\$ 1,878
State Sources	8,035,551	9,246,187	\$ 8,783,399	\$ 8,783,399	\$ -
Federal Sources	377,560	377,560	\$ 915,065	\$ 1,107,218	\$ 192,153
Other Financing Sources	698,600	698,600	\$ 646,757	\$ 646,757	\$ -
Transfers In-HL	32,882	32,882	32,882	32,882	\$ -
TOTAL REVENUE	\$ 10,100,558	\$ 11,226,983	\$ 11,378,777	\$ 11,572,808	\$ 151,795
EXPENDITURES					
INSTRUCTION					
Basic Program	4,974,904	4,920,348	5,098,961	5,144,130	45,169
Added Needs	1,519,852	1,586,970	1,557,414	1,560,075	2,661
Total Instruction	6,494,756	6,507,318	6,656,375	6,704,205	47,830
SUPPORT SERVICE EXPENSE					
Pupil	577,213	589,289	599,394	616,616	17,222
Improvement Instructional Staff	100,466	100,466	144,347	144,347	-
General Administration	368,707	369,007	403,982	441,737	37,755
School Administration	580,622	579,702	677,041	679,837	2,796
Fiscal Services	315,571	315,571	324,936	330,509	5,573
Operation & Maintenance	884,932	998,982	1,070,457	1,077,593	7,136
Transportation	536,600	498,862	519,477	520,853	1,376
Central Support	270,894	391,763	502,922	502,951	29
Athletics	362,664	362,664	359,264	365,629	6,365
Community Services	3,751	3,751	3,706	3,706	-
Payments to Other Govt Units					-
Site Improvement Services					-
Prior Period Adjustments					-
Debt Service	36,772	36,772	35,832	35,832	-
Transfer to HL-Food Distribution					-
Total Support Services	4,038,192	4,246,829	4,641,358	4,719,610	394,529
TOTAL EXPENDITURES	10,532,948	10,754,147	11,297,733	11,423,815	
EXCESS REVENUE (EXPENDITURES)	(432,390)	472,835	81,044	148,993	
Non-spendable (inventory)	10,410	10,410	10,410	10,410	
Committed (Track)					
Assigned (Captial Expenditures)	75,000	75,000	75,000	75,000	
Unassigned (Undesignated)	853,018	853,018	853,018	853,018	
BEGINNING FUND BALANCE	457,210	\$1,265,730	\$1,265,730	\$1,265,730	
ENDING FUND BALANCE	24,820	1,738,565	1,346,774	1,414,724	
FUND BALANCE PERCENTAGE	0.24%	16%	12%	12%	
FUND BALANCE PERCENTAGE EXCLUDING 147c	0.25%	17%	13%	13%	

**FOOD SERVICE FUND BUDGET COMPARISON
UNION CITY COMMUNITY SCHOOLS
FOR THE PERIOD ENDING JUNE 30, 2021
BUDGET AMENDMENT APRIL 2021**

	JUNE 30, 2020 ORIGINAL	BUDGET AMEND APRIL 2021	BUDGET AMEND JUNE 2021	DIFFERENCE B/W APRIL & JUNE
REVENUE				
Local Sources	\$ 29,000	\$ 10,538	\$ 17,528	\$ 6,990
State Sources	15,034	15,034	15,034	-
Federal Sources	335,686	469,000	508,854	39,854
TOTAL REVENUE	\$ 379,720	\$ 494,572	\$ 541,416	\$ 46,844
EXPENDITURES				
Salaries	114,397	122,969	127,000	\$ 4,031
Employee Benefits	71,809	72,181	77,000	\$ 4,819
Purchased Services	27,423	28,423	30,000	\$ 1,577
Supplies & Materials	242,286	263,107	206,000	\$ (57,107)
Capital Outlay	3,500	40,500	40,500	-
Other Expense	3,338	3,338	3,338	-
Transfer Out	32,882	32,882	32,882	-
TOTAL EXPENDITURES	\$ 495,635	\$ 563,400	\$ 516,720	\$ (46,680)
EXCESS REVENUE (EXPENDITURES)	\$ (115,915)	\$ (68,828)	\$ 24,696	
BEGINNING FUND BALANCE	\$ 194,237	\$ 194,237	\$ 194,237	
ENDING FUND BALANCE	\$ 78,322	\$ 125,409	\$ 218,933	

UNION CITY SCHOOL DISTRICT
2020-21 JUNE FINAL BUDGET AMENDMENT NARRATIVE
GENERAL FUND

REVENUE:

Local Sources – Increase of \$5,500 for Career & College Readiness Grant. Decrease of \$3,622 from FireKeepers.

State Sources – No changes.

Federal Sources – Increase of \$192,153 from ESSER II Revenue.

Other Financing Sources – No changes.

EXPENDITURES:

Increase in cost related to ESSER II Expenses.

UNION CITY SCHOOL DISTRICT
2020-21 JUNE FINAL BUDGET AMENDMENT NARRATIVE
FOOD SERVICE

REVENUE:

Local Sources – Increase of \$6,990 from GSRP and Community Unlimited.

State Sources – No Changes.

Federal Sources – Increase of \$39,854. Adjustment to include all reimbursement through the Summer Food Service Program. (All schools were able to participate in this program throughout the school year. The reimbursement rate for this program is higher than the School Nutrition Program we normally participate in.)

EXPENDITURES:

Salaries and Benefits – Increase for adjustment to salary and benefits. Cooks are providing food to Community Unlimited summer program this year.

Purchased Services- Increase of \$1,577 as a result of installation of new dishwasher in Elementary.

Supplies & Materials- Decrease of \$57,107 for adjustment to breakfast and lunch food purchases.

Capital Outlay- No Changes.

Other Expense-No Changes.

RESOLUTION FOR ADOPTION BY THE BOARD
OF EDUCATION UNION CITY COMMUNITY SCHOOLS
2020-2021 BUDGET AMENDMENT
GENERAL FUND AND FOOD SERVICE

Resolved, that this resolution shall be the general appropriations of Union City Community Schools for the 2020-2021 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Union City Community Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the general fund of the school district for fiscal year 2020-2021 which includes 17.7822 mills of ad valorem taxes to be levied on non-homestead and non-qualified agricultural property to be used for operating purposes is as follows:

Revenue:

Local	1,002,552	
State	8,783,399	
Federal	1,107,218	
Other Financing Sources	646,757	
Transfers in-HL	32,882	
Total Revenue		11,572,808

Fund Balance, July 1	1,265,730	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,180,320
Total Available to Appropriate		12,753,129

Be it further resolved that \$11,572,808 of the total available to appropriate in the general fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

Basic Program	5,144,130	
Added Needs	1,560,075	
Total Instruction	<u>6,704,205</u>	

SUPPORT SERVICE EXPENSE

Pupil Support	616,616	
Instructional Staff Support	144,347	
General Administration	441,737	
School Administration	679,837	
Business Services	330,509	
Operation & Maintenance	1,077,593	
Transportation	520,853	
Central Support	502,951	
Athletic Activities	365,629	
Community Services	3,706	
Payments to Other Govt Units	-	
Site Improvement Services	-	
Prior Period Adjustments	-	
Debt Service	35,832	
Fund Modification	-	
Total Support Services	<u>4,719,610</u>	

TOTAL Appropriated General Fund **11,423,815**

Be it further resolved, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

Be it further resolved that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made by the superintendent or the business manager.

Be it further resolved, that the assigned monies for capital expenditures shall remain at \$75,000.

Be it further resolved, that this resolution shall be the general appropriations for the Food Service Fund of Union City Community Schools for the 2020-2021 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of revenue received by the Food Service Fund of Union City Community Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Food Service Fund of the school district for fiscal year 2020-2021 is as follows:

	Food Service
<u>REVENUE:</u>	
Local Sources	\$ 17,528
State Sources	15,034
Federal Sources	508,854
Incoming transfer from Gen Fund	-
TOTAL REVENUE	<u>541,416</u>
<u>EXPENDITURES:</u>	
Salaries	127,000
Employee Benefits	77,000
Purchased Services	30,000
Supplies and Materials	206,000
Capital Outlay	40,500
Other Expenditures	3,338
Transfer to Gen Fund	32,882
TOTAL EXPENDITURES	<u>516,720</u>
EXCESS REVENUE (EXPENDITURES)	24,696
ESTIMATED BEGINNING FUND BALANCE	<u>194,237</u>
ENDING FUND BALANCE	<u><u>218,933</u></u>

Be it further resolved, that this resolution shall be the general appropriations for the Student/School Activity Fund of Union City Community Schools for the 2020-2021 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of revenue received by the Student/School Activity Fund of Union City Community Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Student/School Activity Fund of the school district for fiscal year 2020-2021 is as follows:

	Student/School Activity Fund
<u>REVENUE:</u>	
Local Sources - Current Year Elementary	10,000
Local Sources - Current Year Middle School	10,000
Local Sources - Current Year High School	<u>50,000</u>
TOTAL REVENUE	70,000
<u>EXPENDITURES:</u>	
Support Services - Elementary	10,000
Support Services - Middle School	10,000
Support Services - High School	<u>50,000</u>
TOTAL EXPENDITURES	70,000
EXCESS REVENUE (EXPENDITURES)	-
ESTIMATED BEGINNING FUND BALANCE	<u>103,103</u>
ENDING FUND BALANCE	<u><u>103,103</u></u>

THIS RESOLUTION TAKES EFFECT JULY 1, 2020

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Budget Resolution 2021-2022

REASON FOR BOARD CONSIDERATION: The Board is required to adopt a budget resolution for each fiscal year.

FACTS AND ANALYSIS:

1. All budget amendments should be approved by the board.
2. Our Business Manager has assured that these amounts are accurate based on account reconciliations and current best practice in the area of school finance.
3. This amendment assumes a \$100 per student increase which is a conservative estimate.
4. Ms. Leson has consulted with the Superintendent and has submitted the budget amendments for your review.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the proposed budget resolution for the 2021-2022 school year as presented.

Motion by _____ Support by _____

Ayes _____ Nays _____

Roll Call Vote DeJongh _____ Herman _____ Mathis _____ LaBar _____

Mears _____ Miller _____ Searls _____

**GENERAL FUND BUDGET COMPARISON
UNION CITY COMMUNITY SCHOOLS
FOR THE PERIOD ENDING JUNE 30, 2022**

	BUDGET AMEND JUNE 2020-2021	PROPOSED BUDGET 2021-2022 950 Student Count	PROPOSED BUDGET 2021-2022 940 Student Count	
REVENUE				
Local Sources	\$ 1,002,552	\$ 1,137,133	\$ 1,137,133	134,581
State Sources	\$ 8,783,399	8,644,276	8,578,579	(139,123)
Federal Sources	\$ 1,107,218	441,802	441,802	(665,417)
Other Financing Sources	\$ 646,757	565,000	565,000	(81,757)
Transfers In-HL	32,882	32,000	32,000	(882)
TOTAL REVENUE	\$ 11,572,808	\$ 10,820,211	\$ 10,754,514	
EXPENDITURES				
INSTRUCTION				
Basic Program	5,144,130	5,160,235	5,160,235	16,105
Added Needs	1,560,075	1,610,926	1,610,926	50,851
Total Instruction	6,704,205	6,771,161	6,771,161	
SUPPORT SERVICE EXPENSE				
Pupil	616,616	569,020	569,020	(47,596)
Improvement Instructional Staff	144,347	152,797	152,797	8,450
General Administration	441,737	357,688	357,688	(84,049)
School Administration	679,837	650,104	650,104	(29,733)
Fiscal Services	330,509	309,432	309,432	(21,077)
Operation & Maintenance	1,077,593	940,805	940,805	(136,788)
Transportation	520,853	559,353	559,353	38,500
Central Support	502,951	313,379	313,379	(189,572)
Athletics	365,629	382,557	382,557	16,928
Community Services	3,706	3,706	3,706	-
Payments to Other Govt Units				
Site Improvement Services				
Prior Period Adjustments				
Debt Service	35,832	65,000	65,000	29,168
Transfer to HL-Food Distribution				
Total Support Services	4,719,610	4,303,839	4,303,839	
TOTAL EXPENDITURES	11,423,815	11,075,000	11,075,000	
EXCESS REVENUE (EXPENDITURES)	148,993	(254,790)	(320,487)	
Non-spendable (inventory)	10,410	10,410	10,410	
Committed (Track)				
Assigned (Capital Expenditures)	75,000	75,000	75,000	
Unassigned (Undesignated)	853,018	853,018	853,018	
BEGINNING FUND BALANCE	\$1,265,730	\$1,414,724	\$1,414,724	
ENDING FUND BALANCE	1,414,724	1,159,934	1,094,237	
FUND BALANCE PERCENTAGE	12%	10%	10%	
FUND BALANCE PERCENTAGE EXCLUDING 147c	13%	11%	11%	

**FOOD SERVICE FUND BUDGET COMPARISON
UNION CITY COMMUNITY SCHOOLS
FOR THE PERIOD ENDING JUNE 30, 2022
BUDGET PROPOSAL**

	BUDGET FINAL JUNE 20-21	PROPOSED BUDGET JUNE 2021	DIFFERENCE B/W ORIGINAL & APRIL
REVENUE			
Local Sources	\$ 17,528	\$ 10,538	\$ (6,990)
State Sources	15,034	15,034	-
Federal Sources	508,854	469,000	\$ (39,854)
TOTAL REVENUE	\$ 541,416	\$ 494,572	\$ (46,844)
EXPENDITURES			
Salaries	127,000	122,969	(4,031)
Employee Benefits	77,000	72,181	(4,819)
Purchased Services	30,000	28,423	(1,577)
Supplies & Materials	206,000	263,107	57,107
Capital Outlay	40,500	3,500	(37,000)
Other Expense	3,338	3,338	-
Transfer Out	32,882	32,882	-
TOTAL EXPENDITURES	\$ 516,720	\$ 526,400	\$ 9,680
EXCESS REVENUE (EXPENDITURES)	\$ 24,696	\$ (31,828)	
BEGINNING FUND BALANCE	\$ 194,237	\$ 218,933	
ENDING FUND BALANCE	\$ 218,933	\$ 187,105	

RESOLUTION FOR ADOPTION BY THE BOARD
 OF EDUCATION UNION CITY COMMUNITY SCHOOLS
 2021-2022 BUDGET
 GENERAL FUND AND FOOD SERVICE

Resolved, that this resolution shall be the general appropriations of Union City Community Schools for the 2021-2022 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Union City Community Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the general fund of the school district for fiscal year 2021-2022 which includes 17.7822 mills of ad valorem taxes to be levied on non-homestead and non-qualified agricultural property to be used for operating purposes is as follows:

Revenue:

Local	1,137,133	
State	8,578,579	
Federal	441,802	
Other Financing Sources	565,000	
Transfers in-HL	32,000	
Total Revenue		10,754,514

Fund Balance, July 1	1,414,724	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,329,314
Total Available to Appropriate		12,083,827

Be it further resolved that \$10,976,211 of the total available to appropriate in the general fund is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

Basic Program	5,160,235	
Added Needs	1,610,926	
Total Instruction	<u>6,771,161</u>	

SUPPORT SERVICE EXPENSE

Pupil Support	569,020	
Instructional Staff Support	152,797	
General Administration	357,688	
School Administration	650,104	
Business Services	309,432	
Operation & Maintenance	940,805	
Transportation	559,353	
Central Support	313,379	
Athletic Activities	382,557	
Community Services	3,706	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	65,000	
Fund Modification		
Total Support Services	<u>4,303,839</u>	

TOTAL Appropriated General Fund **11,075,000**

Be it further resolved, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

Be it further resolved that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made by the superintendent or the business manager.

Be it further resolved, that the assigned monies for capital expenditures shall remain at \$75,000.

Be it further resolved, that this resolution shall be the general appropriations for the Food Service Fund of Union City Community Schools for the 2021-2022 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of revenue received by the Food Service Fund of Union City Community Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Food Service Fund of the school district for fiscal year 2021-2022 is as follows:

	Food Service
<u>REVENUE:</u>	
Local Sources	10,538
State Sources	15,034
Federal Sources	469,000
Incoming transfer from Gen Fund	-
TOTAL REVENUE	<u>494,572</u>
<u>EXPENDITURES:</u>	
Salaries	122,969
Employee Benefits	72,181
Purchased Services	28,423
Supplies and Materials	263,107
Capital Outlay	3,500
Other Expenditures	3,338
Transfer to Gen Fund	32,882
TOTAL EXPENDITURES	<u>526,400</u>
EXCESS REVENUE (EXPENDITURES)	(31,828)
ESTIMATED BEGINNING FUND BALANCE	<u>218,933</u>
ENDING FUND BALANCE	<u><u>187,105</u></u>

Be it further resolved, that this resolution shall be the general appropriations for the Student/School Activity Fund of Union City Community Schools for the 2021-2022 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of revenue received by the Student/School Activity Fund of Union City Community Schools.

Be it further resolved, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Student/School Activity Fund of the school district for fiscal year 2021-2022 is as follows:

	Student/School Activity Fund
<u>REVENUE:</u>	
Local Sources - Current Year Elementary	10,000
Local Sources - Current Year Middle School	10,000
Local Sources - Current Year High School	<u>75,000</u>
TOTAL REVENUE	95,000
<u>EXPENDITURES:</u>	
Support Services - Elementary	10,000
Support Services - Middle School	10,000
Support Services - High School	<u>55,000</u>
TOTAL EXPENDITURES	75,000
EXCESS REVENUE (EXPENDITURES)	20,000
ESTIMATED BEGINNING FUND BALANCE	<u>103,103</u>
ENDING FUND BALANCE	<u><u>123,103</u></u>

THIS RESOLUTION TAKES EFFECT JULY 1, 2021

**RESOLUTION AUTHORIZING ISSUANCE OF NOTES
IN ANTICIPATION OF STATE SCHOOL AID
(AUGUST 2021 BORROWING THROUGH THE
MICHIGAN FINANCE AUTHORITY)**

Union City Community Schools, Branch and Calhoun Counties, Michigan (the “Issuer” or “School District”)

A regular meeting of the board of education of the Issuer (the “Board”) was held:

in the _____, within the boundaries
of the District,

electronically through _____ with identification number _____

on the 21st day of June, 2021, at ____ o’clock in the __.m. (the “Meeting”)

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS, under the terms of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended (the “Act”), the School District is authorized to borrow money for school operations and issue its notes therefor, in one or more series, pledging for the payment thereof moneys to be received by it pursuant to the State School Aid Act of 1979, Act 94, Public Acts of Michigan, 1979, as amended (the “State Aid Act”), which notes shall be the full faith and credit obligation of the School District; and

WHEREAS, the estimated amount of the state school aid appropriations allocated or to be allocated to the School District for the fiscal year ending June 30, 2022 and expected to be received by the School District from October 2021 through August 2022, inclusive (the “2021/2022 State Aid” or the “Pledged State Aid”), is shown in paragraph 1 of Exhibit A; and

WHEREAS, the School District has the need to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A to pay operating expenses for the fiscal year ending June 30, 2022, which amount is estimated to be not more than 70% of the difference between the total state school aid funds apportioned or to be apportioned to the School District for the 2021/2022 State Aid and that portion of the 2021/2022 State Aid already received or pledged; and

WHEREAS, the School District plans to issue or has issued notes, bonds or other obligations subject to Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), relating to arbitrage and the rebate thereof, including but not limited to federally tax-exempt and/or

tax-advantaged bonds and other obligations, not including this borrowing, during calendar year 2021 in the aggregate principal amount shown in paragraph 3 of Exhibit A; and

WHEREAS, the School District determines that it is in its best interest to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A and issue and sell general obligation notes in one or more series (the “Note” or “Notes”) of the School District to the Michigan Finance Authority (the “Authority”).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School District, pursuant to Section 1225 of the Act, shall issue its Notes in one or more series in order to borrow for the above purpose a sum not to exceed the amount shown in paragraph 2 of Exhibit A, the final amount and series designation to be determined by an officer designated in paragraph 4 of Exhibit A, or a designee who shall be a member of the administrative staff or board of education of the School District (each an “Authorized Officer”), prior to the sale of the Notes, or such portion thereof as the Michigan Department of Treasury (the “Treasury”) may approve, if prior approval is necessary, and issue the Notes of the School District therefor in anticipation of the distribution of the Pledged State Aid.

2. The Notes shall be issued in one or more series, bear interest at the rate or rates determined on the sale thereof, which shall not exceed the maximum rate permitted by law at the time of sale, be dated as set forth in paragraph 5 of Exhibit A, or as of the date of delivery, and be due and payable on the date shown in paragraph 5 of Exhibit A. The Notes shall be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent in the State of Michigan, as shall be designated by the Authority. The Notes shall be in denominations to be determined by an Authorized Officer prior to the sale of the Notes. The Notes shall be subject to redemption prior to maturity as specified in the Purchase Contract described below.

3. The School District hereby appropriates a sufficient amount of the Pledged State Aid to repay the principal of and interest on the Notes. In addition, the full faith and credit of the School District is hereby irrevocably pledged for payment of the principal of and interest on the Notes and, in case of the insufficiency of the Pledged State Aid, the School District shall pay the Notes from any funds legally available therefor, and, if necessary, levy sufficient taxes on all taxable property in the School District for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

4. In the event any Authorized Officer determines that it is in the best interest of the School District to choose to pay all or a portion of the principal of and interest on the Notes with set-aside installments:

A. The School District shall set aside moneys in a separate fund with the depository designated in the Purchase Contract described below (the “Depository”) to pay the principal of and interest on the Notes when due in three (3), five (5) or seven (7) consecutive monthly set-aside installments (the “Installment” or “Installments”), ending on July 20, 2022, and earlier on the 20th day of each month (or, in the case of February, the 22nd, and in the case of March, the 21st), or such other state school aid payment date as may be provided for under state law (each a “Payment Date”). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Payment Date shall be the next business day. The payment to the Depository shall be made first from the

Pledged State Aid received during the month of the Installment. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then the School District pledges to use any and all other available funds to meet the Installment obligation. If the School District fails to set aside all or any portion of an Installment (the "Installment Shortfall") on the Payment Date, the Authority is authorized, pursuant to Section 17a(3) of the State Aid Act, to intercept 100% of the Pledged State Aid to be distributed to the School District beginning with the month following the School District's failure to meet the Installment obligation and all months thereafter, in accordance with the terms and conditions of the Purchase Contract (the "Purchase Contract") between the Authority and the School District. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the School District and apply the intercepted amount on the following priority basis: (i) the Installment Shortfall; (ii) the current month's Installment; and (iii) any amounts remaining to be immediately distributed to the School District. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the total principal of and interest on the Notes. Unless expressly authorized by the Authority, the maximum amount of each Installment will not exceed 50% of the amount of Pledged State Aid due to the School District in any set-aside month.

- B. If the School District has failed to deposit all or a portion of an Installment by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the School District on the first business day following the last business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of such written notice from the Depository, the Authority shall promptly notify the School District that it will immediately commence to intercept 100% of the Pledged State Aid.
- C. If on the date of the final Installment as specified in Schedule I to the Purchase Contract, the funds with the Depository are insufficient to pay the principal of and interest on the Notes when due, the School District, pursuant to Section 17a(3) of the State Aid Act to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the payment has been made.
- D. Any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17(a)(3) of the State Aid Act.
- E. Any Authorized Officer is further authorized to determine that each Installment is a partial mandatory redemption of a particular series of the Notes and that the last Installment is the maturity date of that series of the Notes, and such determination shall be conclusively evidenced by the Purchase Contract.

F. The School District authorizes and consents to the Authority entering into an investment agreement with a financial institution for the investment of funds deposited with the Depository on behalf of the Authority and the School District, in the event the Authority determines to enter into such an agreement.

5. Any Authorized Officer is authorized to sell all or a portion of the Notes to the Authority without an Installment payment schedule (the “No Set-Aside Notes”) pursuant to the provisions of this resolution. In that event: (A) any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept or advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17a(3) of the State Aid Act; (B) the School District acknowledges that payment of the principal of and interest on certain of the No Set-Aside Notes may be secured by a direct-pay letter of credit issued for the account of the Authority and the School District by one or more providers selected by the Authority (each a “Letter of Credit”; and each issuer a “Letter of Credit Bank”); (C) it shall not be deemed a default by the School District under the provisions of the Purchase Contract or the No Set-Aside Notes if the principal of and interest on the No Set-Aside Notes shall have been paid in full when due to the Authority from proceeds of a drawing on the Letter of Credit and the drawing on the Letter of Credit is reimbursed by the School District on the designated date set forth in the reimbursement agreement relating to the Letter of Credit; and (D) the School District appoints the Authority as its agent to enter into the reimbursement agreement for and on behalf of the School District, if required by the Authority, as well as on the Authority’s own behalf, and the School District agrees to be referred to as an account party in the Letter of Credit obtained by the Authority to secure payment of the No Set-Aside Notes and any series of the Authority’s State Aid Revenue Notes issued to finance the Authority’s purchase of the No Set-Aside Notes.

6. The President and Secretary of the Board of Education shall execute the Notes on behalf of the School District, and the executed Notes shall be delivered to the Authority upon the receipt of the purchase price therefor. The Vice President, Treasurer, Superintendent, Assistant/Associate Superintendent, or individual acting in the capacity of the school business official may execute the Notes instead of either the President or Secretary. The foregoing officials are hereby authorized to execute and deliver a temporary Note or Notes and exchange, when available, final printed Notes therefor at the request of the Authority. If permitted by the Authority, Notes may be executed using electronic or facsimile signatures, with such electronic or facsimile signatures having the same legal effect and enforceability as a manual signature.

7. Unless the Notes are issued as federally taxable, the School District hereby covenants for the benefit of all holders of the Notes to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be or continue to be excluded from gross income for federal income taxation purposes, including, but not limited to, requirements relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Note proceeds and moneys deemed to be Note proceeds.

8. If necessary, any Authorized Officer is hereby authorized to make application to Treasury for and on behalf of the School District for an order approving the issuance of the Notes and to pay any applicable fee therefor, or a post-issuance filing fee, as applicable.

9. Any Authorized Officer is hereby authorized to execute any documents or certificates necessary to complete the transaction including, but not limited to, any certificates relating to federal or state securities laws, rules or regulations. If permitted by the Authority, such documents or certificates may be executed using electronic or facsimile signatures, with such electronic or facsimile signatures having the same legal effect and enforceability as a manual signature.

10. The Notes shall be sold to the Authority and the following provisions shall apply:
- A. Any Authorized Officer is hereby authorized to execute and deliver one or more Purchase Contracts with the Authority (which shall be determined by whether one or more series of Notes are issued hereunder) in substantially the form attached hereto as Exhibit B reflecting the terms and conditions of the borrowing with such additions, deletions or substitutions (including without limitation additions, deletions or substitutions required by any Letter of Credit Bank(s) or any purchaser(s) of any series of the Authority's State Aid Revenue Notes issued by the Authority to finance its purchase of the Notes), as the Authority and any Authorized Officer shall deem necessary and appropriate, including the number of set-asides, if any, and their dates and amounts, and not inconsistent with the provisions of this resolution. The choice of whether to make Installments for the Notes and/or the number, dates and amounts of Installments shall be conclusively evidenced by the Purchase Contract. The Purchase Contract shall include the School District's agreement with respect to any Installment not received by the Depository from the School District on the respective Payment Date, to pay the Authority an amount as invoiced by the Authority to recover its administrative costs and lost investment earnings attributable to that late payment. If permitted by the Authority, a Purchase Contract may be executed by an Authorized Officer using an electronic or facsimile signature, with such electronic or facsimile signature having the same legal effect and enforceability as a manual signature.
 - B. Any Authorized Officer is further authorized to approve (i) the specific interest rate(s) to be borne by the Notes, not exceeding the maximum rate permitted by law, (ii) the purchase price of the Notes, not less than the price specified in paragraph 6 of Exhibit A, (iii) a guaranteed investment agreement or other permitted investment in accordance with state law for funds paid to the Depository, if applicable, (iv) direct payments of Pledged State Aid to and if required by the Authority, (v) if applicable, a default rate with respect to a private placement of the Notes, and (vi) other terms and conditions relating to the Notes and the sale thereof.
 - C. The form of the No Set-Aside Notes shall contain the following language in substantially the form set forth below as applicable, with such additions, deletions or substitutions (not inconsistent with the Purchase Contract) as the Authority and any Authorized Officer shall deem necessary and appropriate:

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured and all other outstanding and unpaid amounts owing by the School District under the Purchase Contract shall bear interest until paid at an interest rate per annum based upon a 360-day year for the actual number of days elapsed equal to the "Bank Reimbursement Rate" as described in Schedule I to the Purchase Contract.

11. By opting to sell its Notes to the Authority, the School District hereby determines that it is in the best interest of the School District to sell its Notes to the Authority rather than sell the Notes at a competitive sale based upon the historical performance of the Authority's note pool program whereby competitive interest rates and reduced costs of issuance are obtained by pooling several participating school districts in one or more series of notes. Any School District policy or bylaw that requires a bidding process to sell the Notes is suspended by this resolution with respect to the School District's sale and issuance of the Notes.

12. Within fifteen (15) business days after issuance of the Notes, the Board hereby authorizes and directs the Superintendent to cause to be filed with Treasury any and all documentation required subsequent to the issuance of the Notes, along with any statutorily required fee.

13. Each series of Notes issued hereunder are of equal standing as to the Pledged State Aid. The School District reserves the right to issue additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid with the prior written consent of an authorized officer of the Authority. The School District further resolves that the amount payable as to principal of and interest on the Notes plus the amount payable as to principal of and interest on or prior to the maturity date of the Notes on any additional notes or other obligations of equal standing with the Notes as to payment from Pledged State Aid will not exceed 70% of the amount of Pledged State Aid.

14. The Authority has appointed Thrun Law Firm, P.C. to act as counsel to the underwriter and the structuring agent for the August 2021 state aid note program. The School District consents to Thrun Law Firm, P.C. representing this School District and acting as counsel to the underwriter and the structuring agent for the Authority's August 2021 state aid note program.

15. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Union City Community Schools, Branch and Calhoun Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

MFH/ssw

EXHIBIT A

1. Estimated 2021/2022 State Aid allocated or to be allocated for fiscal year ending June 30, 2022: \$8,578,570 (total amount estimated to be received from October 1, 2021 through August 31, 2022)
2. Amount of borrowing not to exceed: \$914,000
3. Principal amount of notes, bonds or other obligations, including but not limited to federally tax-exempt and/or tax-advantaged bonds, not including this borrowing, that have been issued or are expected to be issued during the 2021 calendar year: \$0 (include plans for voted or non-voted bonds, refunding bonds, additional state aid notes, tax anticipation notes, installment purchase agreements, lines of credit, and lease-purchase agreements)
4. Authorized Officer: President, Vice President, Secretary or Treasurer of the Board of Education, Superintendent, Assistant/Associate Superintendent, or individual acting in the capacity of the school business official, or a designee thereof
5. The Notes shall be dated August 20, 2021 and shall mature on July 20, 2022, August 22, 2022, or such other date as determined by any Authorized Officer
6. Purchase price: Not less than 97% of the principal amount of the Notes
7. Five percent (5%) of estimated fiscal year 2020/2021 operating expenses: \$517,190.75

EXHIBIT B

FORM OF PURCHASE CONTRACT

[Insert Name of School District Here]

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before the date set forth below. The Issuer accepts the electronic or digital signature of the Authority's Executive Director (or other authorized officer of the Authority) if set forth below and acknowledges that it has the same legal effect and enforceability as a manual signature.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, including those set forth in Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, notes (the "Notes") in the principal amount and with the interest rate as shown in Schedule I. The purchase price for the Notes shall be as set forth in Schedule I.

IF THREE, FIVE OR SEVEN SET-ASIDES ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer acknowledges that the Authority will purchase the Notes with proceeds from certain State Aid Revenue Notes to be issued by the Authority (the "Authority's Notes"). The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include underwriters' discount, printing charges, rating agency charges, trustee fees, note counsel fees, and other counsel fees and issuance fees of the Authority and the underwriter(s) related to the Authority's Notes; provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown in Schedule I.

The Issuer pledges to pay the principal of and interest on the Notes from its State School Aid appropriations allocated or to be allocated to it for the fiscal year ending June 30, 2022 and to be paid from October 2021 through August 2022, inclusive (the "Pledged State Aid"). Moneys to pay the principal of and interest on the Notes when due shall be set aside in a separate fund with the Depository (as defined in Schedule I) as hereinafter described in 3, 5 or 7 installments (the "Installment" or "Installments") as specified in Schedule I, or such other State School Aid payment date as may be provided for under state law (the "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Installment shall be due on the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. Notwithstanding the foregoing, the Issuer hereby irrevocably directs the Treasurer of the State of



Michigan to directly transfer to the Depository payment of the Issuer's current month's Installment from the Pledged State Aid received during the month of the Installment on the Payment Date. If, for any reason, the Pledged State Aid received during the month of an Installment is insufficient to pay the Installment (an "Installment Shortfall") the Issuer pledges to use any and all other legally available funds to pay the Installment Shortfall. If the Issuer has failed to deposit with the Depository all of the Installment Shortfall by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer, and the Issuer on the first business day following the last business day of the month of the failure to deposit all of the Installment Shortfall. Upon receipt of written notice from the Depository, the Authority shall promptly notify the Issuer that it will immediately commence to intercept Pledged State Aid as described herein.

Pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the "Act"), the Authority is authorized to intercept 100% of the Pledged State Aid to be distributed to the Issuer. Beginning with the month following the Installment Shortfall, for Pledged State Aid to be distributed to the Issuer pursuant to the Act on or before July 20, 2022, the Authority shall intercept 100% of that Pledged State Aid and apply the intercepted amount on the following priority basis: (A) to the Installment Shortfall; (B) to the current month's Installment; and (C) any amounts remaining to be immediately distributed to the Issuer. Except as otherwise provided below, the intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the principal of and interest on the Notes.

If on the date of the final Installment as specified in Schedule I, the funds on deposit with the Depository are insufficient to pay the principal of and interest on the Notes when due, and any and all other amounts owed by the Issuer as set forth in Schedule I (the "Payment Obligations"), and the Issuer also has an outstanding no set-aside state aid note issued as a separate series on August 20, 2021 (a "No Set-Aside Note") and purchased by the Authority with proceeds from the Authority's State Aid Revenue Notes, Series 2021A-2, then the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the Payment Obligations, assigns to the Authority and authorizes to intercept, and directs the State Treasurer to advance, the Issuer's Pledged State Aid to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 20, 2021, by and among the Authority, the Treasurer of the State of Michigan and _____.

If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal of and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

(i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer before August 2022 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall, after the Authority's Notes are paid, any amounts remaining shall be immediately distributed to the Issuer; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the Notes. Each TIA shall be in a form prescribed by the Authority, with such additions, deletions

or substitutions reasonably required by any local taxing unit that collects operating taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's Notes and a Trust Indenture dated as of August 1, 2021, issued by the Authority pursuant to its Note Authorizing Resolution adopted May 11, 2021, and for the Authority's obligations under a Note Purchase Agreement between it and any underwriter(s) or purchaser(s) of the Authority's Notes.]

IF NO SET-ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT RELATING TO THE AUTHORITY'S STATE AID REVENUE NOTES SECURED BY A LETTER OF CREDIT (IF ANY):

[The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include underwriter's discount, printing charges, letter of credit fees and related charges of a letter of credit (including, without limitation, all other amounts owing by the Authority under the reimbursement agreement relating to the letter of credit), rating agency charges, trustee fees, note counsel fees, and other counsel fees and issuance fees of the Authority related to the Authority's Notes (as defined below); provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown on Schedule I hereto.

The Issuer acknowledges that (A) the Authority will purchase the Notes with proceeds from the State Aid Revenue Notes, Series 2021A-2 to be issued by the Authority (the "Authority's Notes"); and (B) the payment of the principal of and interest on the Authority's Notes will be secured by a direct-pay letter of credit (the "Letter of Credit") to be issued by _____ (the "Bank"), pursuant to a reimbursement agreement among the Authority, _____ (as Trustee and Depository), and the Bank, dated as of August 20, 2021 (the "Reimbursement Agreement").

The Issuer agrees that it will deposit with the Depository (as defined in Schedule I) payment of the principal of and interest on the Notes in immediately available funds, the full amount of such principal of and interest on the Notes to be received by the Depository by 11:00 a.m. on the maturity date of the Notes. The Issuer pledges to pay the principal of and interest on its Notes from the 2021/2022 State School Aid to be allocated to it and to be paid from October 2021 through August 2022, inclusive (the "Pledged State Aid").

Not later than August __, 2022, the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on August 22, 2022 (the maturity date of the Notes) to pay the principal

of and interest on the Notes when due on that maturity date. If the Issuer determines that there will be insufficient funds on deposit with the Depository on August 22, 2022 to pay the principal of and interest on the Notes on the maturity date of the Notes, the Issuer will so notify the Authority by telephone and email not later than August __, 2022 (email to: TreasMFA-StateAidNote@michigan.gov; and telephone the Executive Director, 517-335-0994).

If on the maturity date of the Notes there are insufficient funds on deposit with the Depository to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the “Act”), to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance the Issuer’s Pledged State to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 20, 2021, by and among the Authority, the State Treasurer of the State of Michigan, and _____. The Issuer acknowledges that such a State Aid Agreement will be executed among the Authority, the State Treasurer, the Depository, and the Trustee for the Authority whereby the State Treasurer agrees to intercept and/or advance all or part of any State School Aid as described under this Purchase Contract. Notwithstanding the foregoing:

(A) The Issuer hereby irrevocably directs the State of Michigan to pay to the Depository 100% of the Pledged State Aid to be distributed to the Issuer in August 2022, and the Depository shall apply the August 2022 State School Aid payment on the following priority basis: (1) first, to pay the Bank the amount necessary to reimburse it for the drawing on the Letter of Credit to pay principal of and interest on the Authority’s Notes on August 22, 2022; (2) second, all other amounts due and owing to the Bank under the Reimbursement Agreement; (3) third, to pay any outstanding obligations relating to any other notes issued and delivered by the Issuer to the Authority concurrently with the Notes (“Other Notes”), if any; and (4) any amount remaining to be immediately distributed to the Issuer.

(B) If (i) the Issuer’s August 2022 State School Aid payment will be less than the aggregate amount of principal of and interest on the Notes and on any Other Notes, and (ii) the Issuer will pay any of the remaining amount due from any source other than proceeds from its borrowing in the Authority’s August 2022 state aid note pool, the Issuer shall give written notice by August __, 2022 to the Authority and the Depository specifying each such source and amount (e.g., \$ ___ will be wired to the Depository from [bank name]).

(C) If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal of and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

(i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer before August 2022 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall be applied after the Authority’s Notes are paid in the same manner as provided in paragraph (A) above; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a “TIA”) to provide additional security for the payment of the Notes and the Issuer shall take the actions necessary to enter into the TIA(s). Each TIA shall be in a form prescribed by the Authority, with such additions, deletions or substitutions reasonably required by any local taxing unit that collects operating taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.

The Issuer consents to the Authority’s pledge and assignment of and grant of a security interest in the Authority’s rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority’s Notes and a Trust Indenture dated as of August 1, 2021, issued by the Authority pursuant to its Note Authorizing Resolution adopted May 11, 2021 and the Authority’s obligations under the Reimbursement Agreement.]

The Issuer acknowledges that Section 15 of the Authority’s enabling statute, the Shared Credit Rating Act, as amended, provides for a statutory lien on the Authority’s pledge of the Pledged State Aid which is paramount and superior to all other liens for the sole purpose of paying the principal of, and interest on, (i) the Authority’s Notes and (ii) if proceeds of any State Aid Revenue Notes of any other series issued and delivered by the Authority concurrently with the Authority’s Notes are used to purchase any other notes of the Issuer, those other State Aid Revenue Notes.

The Issuer further acknowledges that Section 17a(3) of the Act does not require the State to make an appropriation to any school district or intermediate school district and shall not be construed as creating an indebtedness of the State.

With respect to any payment not received from the Issuer by the Depository by the time and date due under this Purchase Contract, the Issuer agrees to pay the Authority an amount as invoiced by the Authority to recover its administrative costs attributable to the late payment. The Issuer further agrees to reimburse the Authority (A) for any and all amounts which the Authority may have to rebate to the federal government due to investment income which the Issuer may earn in connection with the issuance or repayment of its Notes and (B) for the Issuer’s pro rata share of the Costs of Issuance that were paid by the Authority in the event that the Authority is required to rebate investment earnings to the federal government regardless, in either case, whether the Issuer is subject to such rebate or not. In the event the Issuer does not meet any arbitrage rebate exception pursuant to the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, relative to the Notes, the Issuer will make any required rebate payment to the federal government when due.

The Issuer shall make the Notes and its other documents, certificates and closing opinions as the Authority shall require (the “Closing Documents”) available for inspection by the Authority on August __, 2021, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern Time, on August 20, 2021 (“Closing Date”), the Issuer shall deliver the Notes to the Authority at the offices of _____, Lansing, Michigan, together with the Closing Documents, and the Authority shall accept delivery of the Notes and the Closing Documents and pay the purchase price for the Notes.

The Authority shall have the right in its sole discretion to terminate the Authority's obligations under this Purchase Contract to purchase, accept delivery of and pay for the Notes if the Authority is unable for any reason to sell and deliver the Authority's Notes on or prior to the Closing Date.

Michigan Finance Authority

By _____
Its Authorized Officer

Accepted and Agreed to this
_____ day of _____, 2021
_____ ("Issuer")

By _____
Title: _____

(Signature page to Purchase Contract)

Schedule I

[INSTALLMENT PAYMENT SCHEDULE]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby covenants that it will deposit all Installment payments as set forth in paragraph 9 below with _____, or its successor (the "Depository") at its designated corporate trust office located in _____, Michigan. [The Issuer directs the Depository to use the proceeds of the Installment payments to acquire U.S. Treasury Obligations state and local government series (SLGS) and/or such other U.S. Treasury notes, bonds, bills and securities as authorized and directed by the Authority and as permitted by law, or, if authorized and directed by the Authority, to enter into an investment contract with a financial institution on behalf of the Issuer for the investment of the Installment payments.] In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.

2. The number of Installments shall be as set forth in paragraph 9 below. The Issuer hereby agrees to deposit funds with the Depository in accordance with the Purchase Contract and its resolution authorizing the Notes.

3. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.

4. The Issuer covenants that the principal amount of the Notes and the interest thereon, together with the amounts payable as to principal and interest on any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 70% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2021, through August 31, 2022.

5. The principal amount and the initial interest rate on the Notes shall not exceed \$ _____ and _____% per annum, respectively.

6. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$ _____, plus (B) the Issuer's pro rata share of related charges pursuant to the Note Purchase Agreement between the Authority and the underwriter(s).

7. The Notes shall be dated August 20, 2021 and shall mature on [July 20][August 22], 2022.

8. The purchase price of the Notes shall be \$ _____ (par of \$ _____ [less net discount of \$ _____] [plus net premium of \$ _____]).

9. The amounts of the Installments/Mandatory Redemptions on the Payment Dates are:

<u>Payment Date</u>	<u>Installment/Mandatory Redemption</u>
---------------------	-----------------------------------------

10. As long as the Notes are outstanding, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2022 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 22, 2022; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior



right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the Notes. "Other Obligations" as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2021 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2021A-2, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2021. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

11. The Notes and related funds on hand with the Depository are Security for the Authority and the Trustee. The Issuer is directing the Authority, and the Authority is directing the Depository, to enter into an investment agreement with a financial institution for investment of such funds on behalf of the Authority and the Issuer. Subject to all ownership and security interests of the Authority, the Trustee and the Depository in and to such funds, accounts and investment, and to the extent required by law, an undivided interest in and to such investment, in the Issuer's designated allocable amount, is granted to the Issuer.

[Note: If a Purchaser of the Authority's State Aid Revenue Notes, Series 2021A-__, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be added to this Schedule I, as appropriate]

Schedule I

[NO INSTALLMENTS]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby agrees to deposit or cause to be deposited funds to pay principal of and interest on the Notes with _____, or its successor (the "Depository") at its designated corporate trust office located in _____, Michigan, in accordance with the Purchase Contract and resolution authorizing the Notes. In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.
2. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.
3. The Issuer covenants that the principal amount of the Notes and the interest thereon, together with the amounts payable as to principal and interest on any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 70% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2021, through August 31, 2022.
4. The principal amount and the initial interest rate on the Notes shall not exceed \$ _____ and _____% per annum, respectively.
5. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$ _____, plus (B) the Issuer's pro rata share of related charges pursuant to the Reimbursement Agreement among the Authority, the Bank and the Depository (including, without limitation, all other amounts owing by the Authority under the Reimbursement Agreement and the initial fee of the Bank).
6. The Notes shall be dated August 20, 2021 and shall mature on [August 22], 2022.
7. The purchase price of the Notes shall be \$ _____ (par of \$ _____ [less net discount of \$ _____] [plus net premium of \$ _____]).
8. The amounts of the Installments/Mandatory Payments on the Payment Dates are:

<u>Payment Date</u>	<u>Installment/Mandatory Redemption</u>
---------------------	-----------------------------------------

9. Drawings on the Letter of Credit shall be reimbursed to the Bank on the same day in immediately available funds and reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit shall be reimbursed to the Bank on demand as provided in the Reimbursement Agreement. Interest shall be payable to the Bank at a daily fluctuating interest rate per annum (the "Bank Reimbursement Rate") equal to (i) in the case of any amount drawn under the Letter of Credit and not so reimbursed, the Base Rate plus ___%; and (ii) in the case of any aforesaid reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit, the Base Rate plus ___%.

"Adjusted One Month LIBOR Rate" means for any date an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) ___% per annum plus (ii) the quotient of (a) the interest rate determined by the Bank by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a

maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month, provided that if the rate for any date so determined shall be less than zero, such rate shall be zero for purposes of this calculation.

“Base Rate” means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) _____ percent (____%) per annum. In the event of permanent discontinuance of LIBOR, the Base Rate would equal the higher of (a) and (c).

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Bank) or any similar release by the Federal Reserve Board (as determined by the Bank). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Reserve Requirement” means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Purchaser the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Reserve Requirement shall reflect any reserves required to be maintained by the Purchaser against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.

10. So long as the Notes are outstanding or any amounts are due and owing to the Authority under this Purchase Contract, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2022 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid (“Other Obligations”) unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer’s intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 22, 2022, and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer’s prior pledge of Pledged State Aid as security for the payment of the Notes. “Other Obligations” as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2021 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2021A-1, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2021. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

[Note: If a Purchaser of the Authority’s State Aid Revenue Notes, Series 2021A-__, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be modified, or added to, this Schedule I, as appropriate]

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Borrowing Resolution 2021-2022

REASON FOR BOARD CONSIDERATION: The Board is required to approve any borrowing being considered by the District.

FACTS AND ANALYSIS:

1. All borrowing should be approved by the board.
2. Our Business Manager has worked with Thrun Law to determine appropriate amounts to ensure we have enough cash flow to ensure timely payments of our financial commitments.
3. Ms. Leson has consulted with the administrative team and several board members and has submitted this borrowing resolution for your review.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the proposed budget resolution for the 2021-2022 school year as presented.

Motion by _____ Support by _____

Ayes _____ Nays _____

Roll Call Vote Herman _____ DeJongh _____ Mathis _____ LaBar _____

Mears _____ Miller _____ Searls _____

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Millage Levy 2021-2022

REASON FOR BOARD CONSIDERATION: Board action is required to approve any tax levied by the District.

FACTS AND ANALYSIS:

1. We are required to approve the 2021 Tax Millage Rate Request and forward it to the County Board of Commissioners.
2. We are requesting to levy the allowable portion of the 18.00 mills on non-homestead and non-qualified agricultural property. This is currently 17.7252
3. This levy amount is not to exceed the allowable portion of the 4.5 mills authorized by the voters for Sinking Fund Millages (Currently 4.4751)
4. Ms. Leson has consulted with the Superintendent and has submitted this borrowing resolution for your review.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the proposed tax levy rates for the 2021-2022 school year as presented.

Motion by _____ **Support by** _____

Ayes _____ **Nays** _____

Roll Call Vote **DeJongh** _____ **Herman** _____ **Mathis** _____ **LaBar** _____

Mears _____ **Miller** _____ **Searls** _____

2021 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2021.)
 MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

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

Carefully read the instructions on page 2.

County	CALHOUN	2021 Taxable Value of All Properties	173,934,310
Local Government Unit	UNION CITY SCHOOLS	For LOCAL School Districts: Current Year Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.	48,363,635

You must complete this form 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 2021 tax roll.

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Charter, etc.	MCL 211.34d	Reduction	Rollback Fraction	Rate*	Levied	Dec. 1	Authorized	Expiration Date of Millage	
Voted	Oper Non-Hm	11/8/2016	18.0000	17.7252	1.0000	17.7252	1.0000	17.7252	1.0000	17.7252	12/31/2021	

MCL 380.1212	BUILDING & SITE SF	5/8/2018	1.0000	0.9997	0.9967	0.9964	1.0000	0.9964	1.0000	0.9964	12/31/2024	
MCL 380.1212	BUILDING & SITE SF	5/5/2015	3.5000	3.4754	0.9967	3.4639	1.0000	3.4639	1.0000	3.4639	12/31/2021	

Prepared by	Tom Scott	Telephone Number	(269) 781-0747	Title of Preparer	Deputy Equalization Director	Date	May 14, 2021
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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, MCL 380.1211(3)

<input type="checkbox"/> Clerk	Signature	Print or Type Name	Date
<input type="checkbox"/> Secretary	Signature	Print or Type Name	Date
<input type="checkbox"/> Chairperson	Signature	Print or Type Name	Date
<input type="checkbox"/> President	Signature	Print or Type Name	Date

*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).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.	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.	0.0000
	For Commercial Personal	5.7252
	For All Other	17.7252

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: MHSAA Resolution

REASON FOR BOARD CONSIDERATION: Board action is required to approve participation in the Michigan High School Athletic Association for the 2021-2022 school year.

FACTS AND ANALYSIS:

1. We are required to approve our participation in the MHSAA each school year.
2. This association provides guidance, rules and support for our athletic programs.
3. Ms. Denney is an active participant in the governance of MHSAA and is recommending we continue our participation.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the MHSAA participation resolution for the 2021-2022 school year as presented.

Motion by _____ Support by _____

Ayes _____ Nays _____

Roll Call Vote Herman _____ Mathis _____ DeJongh _____ LaBar _____

Mears _____ Miller _____ Searls _____



2021-22

1661 Ramblewood Drive
East Lansing, MI 48823
(517) 332-5046

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, 2021 — through July 31, 2022

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 2021-22 must be listed on the back of this form)

Union City Community Schools _____ City/Township of Union City

County of Branch/Calhoun, 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, 2021 and shall remain effective until July 31, 2022, 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

Union City Community School(s), on the 21st day of June, 2021,
and is so recorded in the minutes of the meeting of the said Board/Governing Body.

Union City Community Schools

430 (Governing Body Name)
St. Joseph Street

Union City, MI 49094 (Address)

kacmoody@unioncityschools.org (City & Zip Code)

(Contact E-mail)

Board Secretary Signature
or Designee

Check if Designee

Schools Which Are To Be MHSAA Members During 2021-22

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. Union City High School
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

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. Union City Middle School
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 5-8
 Provide anticipated 2021-22 7th and 8th-grade enrollment 152
 Provide anticipated 2021-22 6th-grade enrollment 78
 1. **Yes** or No (circle one) 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

2. _____
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2021-22 7th and 8th-grade enrollment _____
 Provide anticipated 2021-22 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, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

3. _____
 Name of Member School
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2021-22 7th and 8th-grade enrollment _____
 Provide anticipated 2021-22 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, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

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

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: School of Choice Resolution

REASON FOR BOARD CONSIDERATION: Board action is required to approve participation in School of Choice for the 2021-2022 school year.

FACTS AND ANALYSIS:

1. We are required to approve our participation in Michigan School of Choice each school year.
2. Currently our district participates in both 105 (Students within our ISD) and 105C (Students from districts outside our ISD) school of choice options.
3. We currently have space for school of choice students at all grade levels except 4th and 8th Grades.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the School of Choice participation resolution for the 2021-2022 school year as presented.

Motion by _____ Support by _____

Ayes _____ Nays _____

Roll Call Vote Herman _____ DeJongh _____ Mathis _____ LaBar _____

Mears _____ Miller _____ Searls _____

**UNION CITY COMMUNITY SCHOOLS
SCHOOLS OF CHOICE RESOLUTION**

A rescheduled regular meeting of the Board of Education of the Union City Community School District, Branch and Calhoun Counties, Michigan, was held by Zoom in said district on the 21st day of June, 2021 at 6:30 p.m.

The meeting was called to order by Jennifer Searls, President.

Present: Members:

Absent: Members:

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

WHEREAS, in accordance with the provisions of Sections 105 and 105c of the State School Aid Act of 1979, as amended by Public Act 119 of 1999, schools may opt in or opt out of the schools of choice programs.

NOW, THEREFORE BE IT RESOLVED THAT:

The Union City Community School District certifies that it will participate and accept applications for enrollment by resident students within the Calhoun Intermediate School District for purposes of operating a schools of choice program for the first semester of the 2021-2022 school year;

further, that the Union City Community School District certifies that it will accept applications for enrollment by resident students of contiguous school districts located in another intermediate school district for purposes of operating a schools of choice program for the 2021-2022 school year;

further, that the Union City Community School District certifies that it will participate in the schools of choice program for the second semester of the 2021-2022 school year.

Ayes: Members:

Nays: Members:

Resolution declared adopted.

Secretary, Union City Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of the Union City Community School District, Branch and Calhoun Counties, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on the 21st day of June, 2021, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 , PA 267, as amended.

Secretary, Union City Board of Education

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Neola Policy

REASON FOR BOARD CONSIDERATION: The Board oversees board policy and should add and/or delete policy as needed.

FACTS AND ANALYSIS:

1. The Superintendent met with our Neola Representative and reviewed their recommendation updates.
2. A first and second reading of the proposed policy changes have been completed and presented for consideration.
3. The Superintendent is proposing changes to the following policies

Publication of this Special Release is in response to legislative action which included an amendment to State School Aid Act Section 166 (MCL 388.1766), with immediate effect. As amended, Section 166 requires school boards to adopt and implement a policy that prohibits school officials, board members, and school employees from referring a student for an abortion or assisting a student in obtaining an abortion. Parents/legal guardians of such a student are not subject to this policy.

Failure to adopt such a policy is no longer subject to a \$100,000 forfeiture of state aid, but rather, a violation of Section 166 will be enforced through a complaint procedure, which could result in a 1% forfeiture of state aid, if the violation is substantiated by MDE. As amended, Section 166 no longer includes "other persons" in the prohibition, nor does it impose a fine against an employee who violates the policy.

These revised policies and administrative guideline reflect the current state of the law and should be adopted in order to maintain accurate policies and guidelines.

The following documents are included in this update:

Policy 2410 - Prohibition of Referral or Assistance (Revised)

Policy 2418 - Sex Education (Revised)

AG 2418 - Sex Education (Revised)

Recommended Action: It is recommended that the Union City Community Schools Board of Education revise Neola policies as presented.

Motion by _____ **Support by** _____

Ayes _____

Nays _____

Roll Call Vote _____

DeJongh _____

Mathis _____

LaBar _____

Mears _____

Miller _____

Herman _____

Searls _____



Book	Policy Manual
Section	Special Update - October 2019
Title	Special Update - October 2019 Revised SEX EDUCATION
Code	po2418
Status	
Legal	M.C.L. 380.1507, 380.1169, 388.1766
Adopted	February 19, 2018
Last Reviewed	June 21, 2021

2418 - **SEX EDUCATION**

In accordance with Michigan statute, the Board of Education authorizes instruction in sex education. Such instruction may include family planning, human sexuality, and the emotional, physical, psychological, hygienic, economic, and social aspects of family life. Instruction may also include the subjects of reproductive health and the recognition, prevention, and treatment of sexually transmitted disease.

The instruction described in this policy shall stress that abstinence from sex is a responsible and effective method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted disease and is a positive lifestyle for unmarried young people.

Such instruction shall be elective and not a requirement for graduation.

A student shall not be enrolled in a class in which the subjects of family planning or reproductive health are discussed unless the student's parent or guardian is notified in advance of the course and the content of the course, is given a prior opportunity to review the materials to be used in the course and is notified in advance of his or her right to have the student excused from the class. The Michigan Board of Education shall determine the form and content of the notice required in this policy.

Upon the written request of a student or the student's parent or legal guardian, the student shall be excused, without penalty or loss of academic credit, from attending a class described in this policy. If a parent or guardian submits a continuing written notice, the student will not be enrolled in a class described in this policy unless the parent or guardian submits a written authorization for that enrollment.

The District shall provide the instruction by teachers qualified to teach health education. The Board shall establish a sex education advisory board and shall determine terms of service for the sex education advisory board, the number of members to serve on the advisory board, and a membership selection process that reasonably reflects the District's population. The Board shall appoint two (2) co-chairs for the advisory board, at least one (1) of whom is a parent of a child attending a District school. At least (one-half) 1/2 of

the members of the sex education advisory board shall be parents who have a child attending a District school, and a majority of these parent members shall be individuals who are not employed by a District. The sex education advisory board shall include students of the District, educators, local clergy, and community health professionals. Written or electronic notice of a sex education advisory board meeting shall be sent to each member at least two (2) weeks before the date of the meeting.

The sex education advisory board shall:

- A. Establish program goals and objectives for student knowledge and skills that are likely to reduce the rates of sex, pregnancy, and sexually transmitted diseases. Additional program goals and objectives may be established by the sex education advisory board that are not contrary to Michigan law.
- B. Review the materials and methods of instruction used and make recommendations to the Board for implementation. The advisory board shall take into consideration the District's needs, demographics, and trends, including, but not limited to, teenage pregnancy rates, sexually transmitted disease rates, and incidents of student sexual violence and harassment.
- C. At least once every two (2) years, evaluate, measure, and report the attainment of program goals and objectives established by the advisory board. The Board shall make the resulting report available to parents in the District.

Before adopting any revisions in the materials or methods used in instruction under this policy, including, but not limited to, revisions to provide for the teaching of abstinence from sex as a method of preventing unplanned or out-of-wedlock pregnancy and sexually transmitted disease, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for Board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1169.

Each person who provides instruction to K to 12 students in accordance with this policy shall receive training based on District approved standards and in accordance with training requirements of the Michigan Department of Education (MDE) and the Michigan Department of Health and Human Services (MDHHS).

No person shall dispense or otherwise distribute in a District school or on District school property a family planning drug or device. Additionally, any school official, member of the Board, or employee of the Board who is not the parent or legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion. ~~Additionally, any officer, agent, or employee of the Board is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.~~

For purposes of this policy, "family planning" means the use of a range of methods of fertility regulation to help individuals or couples avoid unplanned pregnancies; bring about wanted births; regulate the intervals between pregnancies; and plan the time at which births occur in relation to the age of parents. It may include the study of fetology. It may include marital and genetic information. Clinical abortion shall not be considered a method of family planning, nor shall abortion be taught as a method of reproductive health.

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Book	Policy Manual
Section	Special Update - October 2019
Title	Special Update - October 2019 Revised PROHIBITION OF REFERRAL OR ASSISTANCE
Code	po2410
Status	
Legal	M.C.L. 388.1766
Adopted	February 19, 2018
Last Revised	June 21, 2021

2410 - **PROHIBITION OF REFERRAL OR ASSISTANCE**

~~In accordance with Michigan statute, any officer, agent, or employee of the Board of Education is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion.~~

~~Whenever it becomes necessary to discipline a member of the staff for violation of this policy, the Superintendent shall utilize related procedures described in the Staff Discipline Policy 1439, Policy 3139, and Policy 4139 or the current negotiated agreement, if applicable.~~

~~Using due process procedures, the Superintendent shall conduct an investigation, as appropriate to the situation, including providing the employee with reasonable notice and the opportunity to respond.~~

~~If it is determined that any officer, agent, or employee of the Board has violated this policy, the Board shall apply a financial penalty against such individual that is equivalent to not less than three percent (3%) of that individual's annual compensation.~~

~~The District shall refund to the State School Aid fund an amount of money equal to the amount of the penalty or fine.~~

In accordance with Michigan statute, any school official, member of the Board of Education, or employee of the Board who is not the parent or the legal guardian of the student involved is prohibited from referring a student for an abortion or assisting a student in obtaining an abortion. Any school official, member of the Board, or employee of the Board who violates this policy is subject to disciplinary action.

Any alleged violation of this policy shall be reported to the Superintendent, who shall follow the procedures set out in Policy 1439, Policy 3139, Policy 4139 or the current negotiated bargaining agreement, whichever is applicable, to investigate the allegation. If the allegation relates to a school official, member of the Board, or employee of the Board to whom Policy 1439, Policy 3139, Policy 4139 or a current negotiated bargaining agreement does not apply, the Superintendent shall conduct an investigation, as

appropriate to the situation, including providing the person with reasonable notice and the opportunity to respond. All disciplinary measures available under Board Policy 1439, Policy 3139 or Policy 4139 may be utilized, as appropriate, if the Superintendent determines that a violation of this policy occurred.

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RYAN J. MURRAY

June 17, 2021

Re: Juul Litigation

Dear Retainer Client:

In 2019, several California school districts sued Juul Labs, Inc., Altria, and other vaping manufacturers in a California federal court. The lawsuit alleges that the defendants fraudulently and intentionally marketed their products to children. Frantz Law Group (Frantz), a California law firm with a background in representing school districts, is representing school districts in that litigation. Frantz represents over 226 school districts in 23 states.

Frantz requested Thrun to gauge whether Michigan schools are interested in joining this lawsuit and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the lawsuit.

The lawsuit seeks monetary compensation for damages incurred by schools related to the vaping epidemic created by the defendants. These damages are separated into past and future damages.

For past damages, schools in the litigation will be seeking reimbursement for costs associated with purchasing and installing vape detectors. In addition, they will be seeking any lost state aid associated with vaping suspensions and expulsions.

As to future damages, the focus will be on obtaining compensation for schools to appropriately handle the vaping epidemic going forward without having to take money out of their general fund. The focus will be on deterrence, support, and education. This will be done by seeking compensation for the cost to purchase and install vape detectors in all school bathrooms, staff to supervise students, counselors in middle schools and high schools to assist students with the social and emotional issues associated with nicotine addiction, and educational programs on the harms of vaping. The schools will also be seeking an order prohibiting the defendants from selling flavored products and from marketing their products to minors.

Schools that join the litigation will need to respond to a questionnaire and produce requested documents. Frantz estimates school staff involvement in the litigation will not exceed 3 hours throughout the entire litigation. There will be no obligation for any school Board members, administrators, or staff to be deposed.

Frantz is representing schools in the litigation on a contingent fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of any recovery. Thrun will receive a portion of that 25%, specifically 25% for referring a client to Frantz or 35% for both referring a client to Frantz and assisting that client with the litigation questionnaire. Thrun's fees are derivative of fees received by Frantz, and Thrun will not bill clients



Juul Litigation
Page 2 of 2

at its hourly rates for work associated with the litigation. If there is a recovery, schools will reimburse Frantz for costs incurred by Frantz during the litigation, such as court filing costs. Fees and costs are described in more detail in the Attorney-Fee Client Contract, which is attached to the resolution enclosed with this letter. Because Thrun has a financial interest in this matter, you may wish to seek independent legal counsel.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz and assisting with the litigation questionnaire upon request.

Thrun can arrange for Frantz to make a free presentation to your Board about the litigation. To join the litigation, the next step is for your Board to approve the enclosed resolution and the contract attached to that resolution. Signed resolutions and contracts should be returned by August 31, 2021 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation or assistance with the litigation questionnaire, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

[SCHOOL DISTRICT, ISD, OR PSA NAME]
[BOARD OF EDUCATION OR BOARD OF DIRECTORS] RESOLUTION

A [regular or special] meeting of the [School District, ISD, or PSA Name] (“School”) [Board of Education or Board of Directors] (the “Board”) was held on the [] day of [], 202[] at the following time: [].

The meeting was called to order by _____, President

Present:

Absent:

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

WHEREAS:

1. In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Lawsuit”).

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a [regular or special] meeting held on [REDACTED], the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between [School District, ISD, or PSA Name], whose address is [redacted] (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates [Insert Position Identified in Resolution], or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
 - A. Is a Thrun retainer client.

- B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
- C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

- 7. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

- 8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this

Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.

11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments

about the outcome of Client's matter are expressions of opinion only.

13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute

one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

- 17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
- 19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
- 20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
- 21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: _____
_____ Frantz Law Group, APLC

Print Name: _____

Dated: _____, 202__ Signature: _____

Print Name: _____

Client: _____

Its: _____

Michigan Bus Purchasing
Price Comparison Report - Spec #16129
 Jun 08, 2021 2:14 PM

Buying Organization **Union City Community Schools**
 430 Saint Joseph St
 Union City MI 49094-1245

Notes Union City
 Product Category Conventional (2020-21)
 Product 65 Passenger
 Quantity 2

Option	Option SKU	Buyer Comments	Hoekstra	Holland	Midwest Transit
Product Base Price			\$85,601.00	\$86,699.00	\$89,790.00

Chassis Options

Alternator

200-amp, Bosch	C120	N/A	\$0.00	\$19.00
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Axle, Rear: minimum load

19,000 lbs.	C150	S/E	S/E	S/E
-------------	------	-----	-----	-----

Brake Dust Shield

Brake dust shield on all wheels	C170	S/E	S/E	N/C
---------------------------------	------	-----	-----	-----

Brakes, ESC

Electronic Stability Control for Air Brakes	C172	S/E	S/E	S/E
---------------------------------------------	------	-----	-----	-----

Brakes, Traction Control

For air brakes	C180	S/E	S/E	S/E
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Engine

Cummins ISB 250 hp w/PTS2500 trans	C203	\$2,700.00	\$2,145.00	\$332.00
------------------------------------	------	------------	------------	----------

Fan Drive

Electromagnetic On/Off Type	C195	\$98.00	S/E	N/C
-----------------------------	------	---------	-----	-----

Full Instrumentation Package (Engine)

Low Coolant indicator with audible alarm	C260	S/E	S/E	S/E
------------------------------------------	------	-----	-----	-----

Paint, Wheels

Wheels finish coated black inside and out	C300	S/E	N/C	N/C
-------------------------------------------	------	-----	-----	-----

Tires

11R22.5 steer fr; mud/snow rear, Goodyear	C373	N/A	(\$360.00)	(\$412.00)
-------------------------------------------	------	-----	------------	------------

Turn Signals

Fender-mounted	C421	S/E	S/E	\$49.00
----------------	------	-----	-----	---------

Winter Warmup Equipment

Winter front	C490	\$33.00	\$75.00	N/C
Body Options				
All Light Monitor System				
Add all light monitor system	B160	S/E	\$50.00	\$95.00
Battery Cut Off Switch				
Add battery cut off switch	B190	S/E	\$127.00	\$62.00
Color, Interior				
Walls white	B234	N/A	S/E	S/E
Door, Entrance				
Manual, double out, split type	B261	N/A	(\$225.00)	\$81.00
Fenderettes				
Rubber fenderettes	B351	\$74.00	\$115.00	\$59.00
Floor Covering				
Colored flooring	B371	\$339.00	\$191.00	\$181.00
Fuel Filler Door				
Latching	B392	S/E	S/E	S/E
Light Visor				
Overhead flasher light visor	B455	S/E	S/E	N/C
Light, Exterior				
Light check system	B460	S/E	S/E	S/E
Light, Landing				
Delete landing light	B470	(\$9.00)	(\$16.00)	(\$12.00)
Lights				
Downgrade to bulb style	B485	(\$97.00)	(\$88.00)	(\$204.00)
Mirror System				
Increase driver mirror to 10"x30"	B520	N/A	\$18.00	\$19.00
Mirrors, Crossview				
MirrorLite High Definition, heated	B531	N/A	N/A	\$75.00
Mirrors, Rearview				
Super Nickel, heated & remote	B580	N/A	N/A	\$256.00
Noise Reduction System				
Perforated ceiling, full bus	B595	S/E	\$554.00	S/E
Power Source				
12-volt power source in driver's area	B615	\$31.00	S/E	N/C
Radio & Public Address System				
AM/FM radio, PA System inside & outside	B623	N/A	\$513.00	\$291.00
Rust Proofing				
All interior doors	B645	S/E	S/E	S/E
Seat, Driver's				

National, air ride w/1 arm rest	B664		\$159.00	\$185.00	\$26.00
Seat, Driver's Belt					
Driver's belt, blaze orange	B676		\$44.00	N/C	S/E
Seats, Fire Block					
Delete fire block	B703		(\$472.00)	(\$250.00)	(\$616.00)
Seats, Passenger: Color					
Gray	B713		S/E	S/E	S/E
Step Tread					
Pebble tread w/non-metal backing	B752		\$27.00	\$321.00	S/E
Stop Arm Signals					
Transpec 7000, electric, LED lights, front only	B763		(\$287.00)	(\$315.00)	(\$350.00)
Window, Frost-free, Driver					
Add frost-free driver's window	B860		\$47.00	\$53.00	\$93.00
Window, Frost-free, Right-hand Passenger					
Add frost-free right-hand passenger window (qty)	B864	1 sec 1	\$148.00	\$95.00	\$103.00
			Configured Price \$88,436.00	\$89,887.00	\$89,937.00
Dealer Options					
Air Horn			\$290.00		
Air Horn				\$290.00	
Air Horn					\$0.00
			Unit Price	Hoekstra	Holland
			\$88,726.00	\$90,177.00	Midwest Transit
			\$89,937.00		
			Total Price	\$177,452.00	\$180,354.00
			\$179,874.00		
			Grand Total	\$177,452.00	\$180,354.00
				\$179,874.00	

TO: Union City Community Schools Board of Education

FROM: Sara Leson, Business Manager

DATE: June 16, 2021

RE: Bus Bid Recommendation

Union City Community Schools received three bids to purchase two 2021 busses for the FY 2021-2022. The bids came from Hoesktra, Holland and Midwest Transit. When reviewing the bids; Hoesktra has the cheaper overall cost but there are some options not available on those busses that are available on the other busses. Some of those things include the tires, smaller driver's mirror, and no PA system in the bus. The Hoesktra comes with a different tire than what our bus drivers and Brian are accustomed to using. Those are some of the differences between the Hoesktra bus options.

Holland and Midwest Transit have similar options but the cost from Midwest Transit is less than Holland. We have purchased our other busses from Midwest Transit in the past. Since that is the case, we have the proper repair parts if necessary to fix any issues that come up in the future. We would have to get additional parts if we purchase a bus from another company. Brian has worked on these busses for many years as well. The bus drivers are also comfortable with the busses we have received from Midwest Transit and it would be an easy transition for them to drive a new one from Midwest.

Taking all those things into consideration I recommend we purchase two busses from Midwest Transit with a total purchasing price of \$179,874.00.

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Bread Bids

REASON FOR BOARD CONSIDERATION: The Board should approve all bids.

FACTS AND ANALYSIS:

- 1. We are required to secure bread bids on a yearly basis
- 2. We have one bid based on the specifications provided by Food Service Director, Deb McDowell.
- 3. Ms. McDowell is recommending we accept the bid from Aunt Millie’s Bakery as presented.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the bid for bread from the Aunt Millie’s Bread Company for the 2021-2022 school year as presented.

Motion by _____ **Support by** _____

Ayes _____

Nays _____

Roll Call Vote _____

DeJongh _____

Herman _____

Mathis _____

Mears _____

Miller _____

Searls _____

LaBar _____

Bread Bids

Alpha Baking did not offer service for our school.

Great Lakes Baking Company did not offer service for our school.

I would offer the bread bid to Aunt Millies again next year.

DUNCAN DOWELL

FSD

5-17-21

Park Millies

School	Street	City	Zip	Branch	YES OR NO
Academy of Warren	13943 E. 8 MILE ROAD	WARREN	48091	Mt. Clemens	Yes afternoon service
Allegran County Youth Home	2243 33RD ST.	ALLEGAN	49010	Kalamazoo	Yes
Athens Area Schools	4320 K DR S	EAST LEROY	49051	Battle Creek	Yes
Beaver Island Community School	37895 KINGS HWY	BEAVER ISLAND	49782	Petoskey	NO
Benton Harbor Area Schools	P.O. Box 1107823 Riverview Drive	Benton Harbor	49072	Niles	YES
Berkley School District	14501 TALBOT ST	OAK PARK	48072	Dearborn	Yes afternoon service
Black River Public School	491 COLUMBIA AVE	HOLLAND	49423	Grand Rapids	YES
Bridge Academy	9600 BUFFALO ST	HAMTRAMCK	48104	Ann Arbor	Yes afternoon service
Caledonia Community Schools	9753 DUNCAN LAKE AVE SE	CALEDONIA	49315	Grand Rapids	YES
Central Academy	2459 SOUTH INDUSTRIAL HWY	ANN ARBOR	48104	Ann Arbor	Yes afternoon service
Clinton Community Schools	941 EAST MICHIGAN AVE	CLINTON	49236	Adrian	Yes
Clintondale Community Schools	35100 LITTLE MACK AVE	CLINTON TOWNSHIP	48035	Mt Clemens	Yes afternoon service
East Jordan Public Schools	P.O. Box 399	East Jordan	49727	Petoskey	Yes afternoon service
Fitzgerald Public Schools	23200 RYAN RD	WARREN	48091	Mt. Clemens	Yes afternoon service
Fraser Public Schools	33466 GARFIELD RD	FRASER	48026	Mt. Clemens	Yes afternoon service
Frontier International Academy	13322 CONANT ST	DETROIT	48104	Ann Arbor	Yes afternoon service
Garden City Public Schools	1333 RADCLIFF ST	GARDEN CITY	48135	Dearborn	Yes afternoon service
Global Heights Academy	23713 Joy Road	Dearborn Heights	48104	Dearborn	Yes afternoon service
Global Tech Academy	1715 E FOREST AVE	YPSILANTI	48197	Ann Arbor	Yes afternoon service
Grant Public School District	148 ELDER ST	GRANT	49327	Muskegon	YES
Lawrence Public Schools	650 WEST SAINT JOSEPH ST	LAWRENCE	49064	Kalamazoo	Yes
Lincoln Consolidated School District	7425 WILLIS RD	YPSILANTI	48197	Ann Arbor	Yes afternoon service
Mainstee Area Public Schools	550 MAPLE ST	MAINSTEE	49660	Cadillac	YES
Martin Luther King, Jr. Ed Ctr Acad	16827 APPOLINE ST	DETROIT	48235	Dearborn	Yes afternoon service
Monroe County Youth Center	3600 SOUTH CUSTER RD	MONROE	48161	Ann Arbor	Yes afternoon service
Mt. Pleasant City School District	720 NORTH KINNEY AVE	IMOUNT PLEASANT	48858	Mt. Pleasant	Yes afternoon service
Oakland County Childrens Village	1200 NORTH TELEGRAPH RD DEP	PONTIAC	48341	White Lake	Yes afternoon service
Oholie Yosef Yitzhak Lubavitch	14100 WEST 9 MILE RD	OAK PARK	48075	White Lake	Yes afternoon service
Our Savior Lutheran School	7910 EAST ST JOE HWY	LANSING	48917	Lansing	YES
Our Shepherd Lutheran School		BIRMINGHAM	48009	White Lake	Yes afternoon service
Queen of Miraculous Medal School	811 SOUTH WISNER ST	JACKSON	49203	Jackson	Yes
River Rouge School District	1460 COOLIDGE HWY	RIVER ROUGE	48218	Dearborn	Yes afternoon service
Riverside Academy	6409 SCHAEFER RD	DEARBORN	48104	Ann Arbor	Yes afternoon service
Saranac Community Schools	225 PLEASANT ST	SARANAC	48881	Lansing	YES
St. John the Evangelist School	405 EAST NORTH ST	JACKSON	49201	Jackson	Yes
St. Paul Lutheran School	495 EARHART RD	ANN ARBOR	48198	Ann Arbor	Yes afternoon service
St. Paul Lutheran School	402 SOUTH BALLENGER HWY	FLINT	48532	Davison	Yes afternoon service
Tecumseh Public Schools	212 NORTH OTTAWA ST	TECUMSEH	49286	Adrian	Yes
Union City Community Schools	430 SAINT JOSEPH ST	UNION CITY	49094	Battle Creek	Yes
Van Buren ISD	490 SOUTH PAW PAW ST	LAWRENCE	49064	Kalamazoo	Yes
Vanderbilt Area Schools	947 Donovan St.	Vanderbilt	49795	Petoskey	Yes afternoon service
Walkerville Public Schools	145 EAST LATHROP STREET	WALKERVILLE	49459	Muskegon	YES
Wayne-Westland Community Sch Dist	36745 MARQUETTE ST	WESTLAND	48185	Dearborn	Yes afternoon service Elementary delivered to the High School and Jr High School.
Whitfish Township Schools	7221 NORTH M 123	PARADISE	49768	Marquette	NO
Wolverine Community School District	P.O. Box 219	Wolverine	49799	Petoskey	Yes afternoon service
Yeshiva Beth Yehudah School	15751 Lincoln Dr	Southfield	48076	White Lake	Yes afternoon service

Aunt Millie's Bottle Creek MT

ATTACHMENT A: DISTRIBUTOR BREAD BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR BREAD BID FORM"

DISTRIBUTOR BREAD BID

The following pricing is being submitted in response to the request for bread bids from distributors.
List alternate packaging if available for any of the bread products listed below.

Please identify all items and packs that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

ITEM #	DESCRIPTION	PACK SIZE	UNIT PRICE
336	100% WW Sliced Bread	24oz	\$ 1.91
5616	8 Grain Sliced Bread 12 Grain	24oz	\$ 2.13
1967	Rye Sliced Bread	24oz	
6944	Mint Bagels- 51% WW	6ct	
3159	4" Hamburger Buns- 51% WW	12ct	
2947	4" Hamburger Buns- WW	8ct	
3354	4" Hamburger Buns-WW 3.5"	12ct	
3364	6" Hot Dog Buns-51% WW	8ct	
4040	6" Hot Dog Buns-WW	12ct	
5157	8" French Roll-WW 5.5"	8ct	
4365	Dinner Rolls- 51% WW, 1 oz.	12ct	
4372	Dinner Rolls- 51% WW, 2 oz.	14ct	
5083	Breadsticks-WW	20ct	
2206	English Muffins-sliced, WW	6ct	
-	Clabatta Bread-WW		
-	6" Fresh Corn Tortilla		
-	10" Fresh Wheat Flour Tortilla		
-	10" White Wheat Flour Tortilla		
-	8" White Wheat Flour Tortilla		
-	8" Flour Tortilla-WW		
-	6" Flour Tortilla-WW		
-	12" Fresh White Wheat Flour Tortilla		
4399	Hawaiian Dinner Rolls, WW	12ct	
5113	8" Sliced French Rolls- 51% WW	16.5oz/8ct	

Table>>> NEW

SPARC

Authorized - N Item Code	Served by: **ALL ITEMS LISTED ARE INCLUDED IN THIS BID**	Weight / Count	Grams per Serving	Price	Price per Slice/Ct
336 ✓	Aunt Millie's Homestyle 100% Whole Wheat Bread	24oz / 20sl	1 slice (34g)	\$1.41	\$0.069
1967	Aunt Millie's Deli Rye Bread	24oz / 17sl	1 Slice (40g)	\$1.67	\$0.096
2206	Aunt Millie's 100% Whole Wheat English Muffins	12oz / 6ct	1 muffin (57g)	\$1.44	\$0.235
2947	Aunt Millie's Hearth Whole Grain Hamburger Buns	17oz / 8ct	1 bun (57g)	\$1.42	\$0.173
3159 ✓	Aunt Millie's 4" Whole Grain Hamburger Buns	24oz / 12ct	1 bun (57g)	\$1.47	\$0.120
3354	Aunt Millie's 3.5" Whole Grain Hamburger Buns	18oz / 12ct	1 bun (43g)	\$1.45	\$0.118
3364	Aunt Millie's Hearth Whole Grain Hot Dog Buns	12.5oz / 8ct	1 bun (44g)	\$1.38	\$0.168
4040 ✓	Whole Grain Hot Dog Buns - 2oz	24oz / 12ct	1 bun (57g)	\$1.52	\$0.123
4365	Honey Wheat Tea Rolls	12oz / 12ct	1 roll (28g)	\$1.61	\$0.131
4372 ✓	Whole Grain Dinner Rolls	32oz / 24ct	1 roll (38g)	\$2.29	\$0.093
4399	Aunt Millie's Hawaiian Rolls - 12ct	18oz / 12ct	1 roll (43g)	\$2.13	\$0.180
5083	5" Whole Grain Bread Sticks - 20ct	20 oz / 20ct	1 Breadstick (28g)	\$3.28	\$0.164
5113	Aunt Millie's Whole Grain Mini Subs 2oz, 56 Grams	16.5oz / 8ct	1 bun (59g)	\$1.53	\$0.186
5157	Aunt Millie's Whole Grain Mini Sub -- 5 1/2" x 2 1/2", 66 Grams	18.5oz / 8ct	1 bun (66g)	\$1.53	\$0.186
5616	Aunt Millie's 12-Grain Bread	24oz / 15sl	1 slice (45g)	\$2.13	\$0.139
6944	Brown Sugar Swirl Bagels	18oz / 6ct	1 bagel (85g)	\$1.95	\$0.316

Aunt Millie's

This institution is an equal opportunity provider.

Contract Maintenance: The SFA will communicate with Selected Distributor if necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other selected Distributor issues.

Contract Modification: The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Distributor/s, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by the SFA.

Piggy Backing: If agreed to by both SPARC and the Selected Distributor/s commercial pricing offered in this bid will be open to any school district or other such governmental agencies or eligible entities, who may join the USDA Foods consortium annually by October 15 via the MDE Child Nutrition Program Application. Additional members may join to take advantage of commercial bid pricing only when identified by October 15th and also listed within this RFP.

Type of Contract: SFA will award a firm fixed price. Bidders must submit this type of pricing to be considered responsive and eligible to be awarded a contract. All bread prices shall be firm for the 2021-22 school year.

Distributor Agreement: Selected Distributor will need to sign a contract upon notification by SFA. This contract (awarded contract) will include terms and conditions as described in this RFP, submission responses from the bid of the Selected Distributor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Distributor.

Contract Term: The awarded contract period shall be July 1, 2021 to June 30, 2022.

Distributor Performance and Evaluation: The Selected Distributor performance process will involve evaluating the Selected Distributor's overall quality status, as well as evaluating the quality of each material or service the SFA awards as a result of this RFP to purchase from the said Selected Distributor. Prior to the invoice submission, the Selected Distributor shall meet with a SFA representative to discuss and review deliverables and timeline events for said services and products. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Distributor performance.

Delivery: Bread will be delivered to SFA's at or before scheduled time listed below.

* Deliveries to be arranged upon award of bid
All deliveries must be delivered on or before 10:00 A.M. unless other arrangements are agreed to by the SFA.

Each delivery shall accompany a delivery ticket, dated and showing quantity of bread delivered.

Each delivery shall accompany a duplicate delivery ticket, dated and showing quantity of bread delivered.

Unless an order specifies a different delivery point, all deliveries under the awarded contract shall be free on board (FOB) destination. Title and risk of loss of all goods shall pass to the SFA upon final acceptance.

Delivery dates and times will be between the Bidder and the SFA.

Quality: All goods furnished must strictly conform to the bid and must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the SFA. In the event no quality is specified, the goods must be at least equal to the standards of the industry. The SFA shall have the right at all times during the performance of the awarded contract to conduct such tests and inspections as is deemed necessary to assure Selected Distributor's compliance with the awarded contract. The SFA will be supplied, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information.

Aunt Millies

Attachment A: Discount for Prompt Payment

20 calendar days ___ % / 30 calendar days ___ % / ___ calendar days ___ % is included. (Fill in applicable item).

(Discounts for prompt payment will not be considered in evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated above.)

All prices quoted are F.O.B. Bidders shall not include federal excise tax, transportation tax, or state sales tax in quotations, as these taxes do not apply to purchases by the participating districts. Federal Excise Tax Exemption Certificates will be furnished by the school upon request.

Bidder's failure to execute/sign bid prior to submittal may render bid non-responsive.

I certify by my signature below that the PRICES quoted in this bid are correct and that the bid conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation, which is hereby incorporated by reference and made a part hereof, and the company agrees to be bound by such terms and conditions and any resulting contract. I further agree that any conflict between the terms and conditions of the solicitation and the company's bid documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the Distributor, SPARC and the SFA.

I understand that each delivery will be inspected by a representative of the SFA and an item may be rejected if it fails to meet the specification or is damaged in any way.

I understand that if shortages occur, it is my company's responsibility to deliver the difference the same day if requested.

The undersigned hereby offers to provide milk as specified in this bid for the period starting _____ and ending _____.

I (or We) acknowledge and accept the General Terms and Conditions as set forth in this RFP and I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm) Aunt Millies Bakeries and that the information contained herein is true and correct to the best of my knowledge and belief.

No employee of SFA shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the Distributor or have a material financial interest in any contract or subcontract between the Distributor and SFA.

I understand that the SFA reserves the right to reject any or all bids, and that this bid may not be withdrawn during a period of thirty (30) days from the time of opening of the bid.

Organization Name (print): Aunt Millies Bakeries

Name and Title of Authorized Representative (print): Candy Durga, Customer Solution Specialist

Address 350 Pearl Street City: Ft Wayne State IN ZIP 46802

Signer's Printed Name: Candy Durga

Title: Customer Solutions Specialist

Signature (Of authorized representative): Candy Durga Date 4/27/21

Attachment B: SIGNATURE PAGE

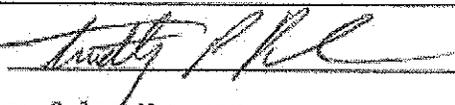
*This form must be returned, properly executed.
Please use this page as a cover sheet for your bid proposal.*

In compliance with the Request for Proposal made by the SPARC Consortium, the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the Board of Education of the Manistee Intermediate School District nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that the SPARC Consortium Members and their boards will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP

Company: Alpha Baking Co., Inc.

Name: Tim Perakis

Signature of above: 

Title: East Region Sales Manager

Address: 5001 W. Polk st

Chicago, IL. 60644

Telephone: 773-852-7957

Fax Number: _____

Date: 4-29-21

Are you a small business? Yes _____ No

Are you a minority business? Yes _____ No

If yes, list minority: _____

SPARC would like to make the same pricing structures available to our Associate Members that do not participate in a USDA Foods program. Please see Piggy Backing Clause on page 13. Associate Members are schools, academies etc. that do not receive USDA commodities so are not included on the member list on page 34. Bidders shall indicate whether they shall extend pricing to Associate Members in their delivery areas. Inclusion is not mandatory and will have no bearing on the contract award.

Agree to extend pricing to SPARC Associate Members

Do not agree to extend pricing to SPARC Associate Members _____

ATTACHMENT C: BIDDER CONTACT INFORMATION

Alpha Baking

ATTACHMENT O: LIST OF MEMBER DISTRICTS WITH PAST AND PRESENT SERVICE

Chicago, IL 11

Company/Distributor: Alpha Baking Company

RA Name	Address	City	SY 2018-19 Lunch Totals	SY 2018-19 ADP	Served in 2020-21? Y/N	Bid for 2021-22? Y/N
24	Martin Luther King, Jr. Ed Cir Acad 16827 APOLINE ST	DETROIT	39306	218	Y	Y
25	Monroe County Youth Center 3600 SOUTH CUSTER RD	MONROE	4765	26	Y	Y
26	Mt. Pleasant City School District 720 NORTH KINNEY AVE	MOUNT PLEASANT	220732	1226	N	N
27	Oakland County Childrens Village 1200 NORTH TELEGRAPH RD DEPT 6381DG 63 WEST	PONTIAC	39706	221	Y	Y
28	Oholei Yosef Yitzchak Lubavitch 14100 WEST 9 MILE RD	OAK PARK	18092	101	Y	Y
29	Our Savior Lutheran School 7910 EAST ST JOE HWY	LANSING	12661	70	Y	Y
30	Our Shepherd Lutheran School 811 SOUTH WISNER ST	BIRMINGHAM	18373	102	Y	Y
31	Queen of Miraculous Medal School 1460 COOLIDGE HWY	JACKSON	22685	126	Y	Y
32	River Rouge, School District 6409 SCHAEFER RD	RIVER ROUGE	260574	1448	Y	Y
33	Riverside Academy 225 PLEASANT ST	DEARBORN	123373	685	Y	Y
34	Saranac Community Schools 405 EAST NORTH ST	SARANAC	73888	410	N	N
35	St. John the Evangelist School 402 SOUTH BALLENGER HWY	JACKSON	28675	159	Y	Y
36	St. Paul Lutheran School 495 EARHART RD	FLINT	8605	48	Y	Y
37	St. Paul Lutheran School 712 NORTH OTTAWA ST	ANN ARBOR	17996	100	Y	Y
38	Tecumseh Public Schools 430 SAINT JOSEPH ST	TECUMSEH	147364	819	Y	Y
39	Union City Community Schools 947 Donovan St.	UNION CITY	73262	407	N	N
40	Van Buren ISD 490 SOUTH PAW PAW ST	Vanderbilt	13182	73	N	N
41	Vanderbilt Area Schools 145 EAST LATHROP STREET	LAWRENCE	10865	60	N	N
42	Walkerville Public Schools 4125 WASHTEENAW AVENUE	WALKERVILLE	38345	213	N	N
43	Washtenaw County Juvenile Home 36745 MARQUETTE ST	ANN ARBOR	1085862	6033	Y	Y
44	Wayne-Westland Community Sch Dist 7221 NORTH M 123	WESTLAND	5998	33	Y	Y
45	Whitefish Township Schools P.O. Box 219	PARADISE	32660	181	N	N
46	Wolverine Community School District 15751 Lincoln Dr	Wolverine			Y	Y
47	Yeshiva Beth Yehudah School	Southfield			Y	Y

ATTACHMENT A: DISTRIBUTOR BREAD BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR BREAD BID FORM"

DISTRIBUTOR BREAD BID

The following pricing is being submitted in response to the request for bread bids from distributors.
List alternate packaging if available for any of the bread products listed below.

Please identify all items and packs that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

ITEM #	DESCRIPTION	PACK SIZE	UNIT PRICE
12265	100% WW Sliced Bread	32oz/28sl	\$1.81
80064	9 Grain Sliced Bread	24oz/16sl	\$1.80
26048	Rye Sliced Bread	24oz/17sl	\$1.60
NA	Mini Bagels- 51% WW		
51022	4" Hamburger Buns- 51% WW	12ct	\$1.44
51015	4" Hamburger Buns- WW	12ct	\$1.48
33037	2.5" Hamburger Buns-WW	12ct	\$1.62
53071	6" Hot Dog Buns-51% WW	12ct	\$1.44
NA	6" Hot Dog Buns-WW		
31401	6" French Roll-WW	24ct	\$3.84
33119	Dinner Rolls- 51% WW, 1 oz.	24ct	\$2.17
33119	Dinner Rolls- 51% WW, 2 oz.	24ct	\$2.17
42003	Breadsticks-WW	12ct	\$1.47
65003	English Muffins-sliced, WW	6ct	\$1.93
NA	Clabatta Bread-WW		
83706	6" Fresh Corn Tortilla	480	\$19.99
NA	10" Fresh Wheat Flour Tortilla		
NA	10" White Wheat Flour Tortilla		
NA	8" White Wheat Flour Tortilla		
NA	8" Flour Tortilla-WW		
NA	6" Flour Tortilla-WW		
83282	12" Fresh White Wheat Flour Tortilla	8ct	\$2.64
NA	Hawaiian Dinner Rolls, WW		
31454	4" Sliced French Rolls- 51% WW	24ct	\$4.05

ADDITIONAL PRODUCTS

51535	4" White Wheat Hamburger Buns 60ct	\$6.50
53460	White Wheat Hot Dog Buns 60ct	\$6.50
31006	6" White Wheat French Hinged 6ct	\$2.23
12385	White Wheat Bread 24oz/24sl	\$1.50

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly, all responses.

LEGAL NAME OF FIRM: Great Lakes Baking Company

DBA OR BUSINESS NAME (IF DIFFERENT) _____

ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT)

STREET ADDRESS: 14430 Dexter Ave

CITY: Detroit **STATE:** MI **ZIP:** 48204

ALTERNATE ADDRESS: YES NO If yes, attach separate sheet with information.

PAY OR REMIT ADDRESS

LEGAL NAME OF FIRM: Great Lakes Baking Company

STREET ADDRESS: 14430 Dexter Ave

CITY: Detroit **STATE:** MI **ZIP:** 48238

FIRM TELEPHONE NUMBER: (313) 865-4000

TOLL FREE NUMBER: ()

FAX NUMBER: (313) 865-6364

EMAIL: _____

FIRM'S FEDERAL IDENTIFICATION NUMBER: 432022794

SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.

Emergency Contact Person for After/Before Hours Cheryl Farwell

TELEPHONE NUMBER: () 313-865-4000 ext 602

CELL PHONE NUMBER: ()

FAX NUMBER: () 313-865-6364

EMAIL: cheryl.farwell@greatlakesbaking.com

Contact Person: Product Information (ingredient listings and nutrient analysis)

TELEPHONE NUMBER: () 313-865-4000 ext 602

CELL PHONE NUMBER: ()

FAX NUMBER: () 313-865-6364

EMAIL: cheryl.farwell@greatlakesbaking.com

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Cheryl Farwell

TELEPHONE NUMBER: () 313-865-4000 Ext 602

CELL PHONE NUMBER: ()

FAX NUMBER: () 313-865-6364

EMAIL: cheryl.farwell@greatlakesbaking.com

BIDDERS, complete, sign, and return this "DISTRIBUTOR BREAD BID FORM"

DISTRIBUTOR BREAD BID

The following pricing is being submitted in response to the request for bread bids from distributors.

List alternate packaging if available for any of the bread products listed below.

Please identify all items and packs that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

ITEM #	DESCRIPTION	PACK SIZE	UNIT PRICE
0112008	100% WW Sliced Bread	24oz	1.35 ✓
2971239	9 Grain Sliced Bread	8x1.25oz	2.39
0110011	Rye Sliced Bread	8x2#	2.60
4200446	Mini Bagels- 51% WW	12x6ct	3.13
0110018	4" Hamburger Buns- 51% WW	5x12ct	1.55
0110018	4" Hamburger Buns- WW	5x12ct	1.55 ✓
0111026	2.5" Hamburger Buns-WW	8x12ct	1.50
0110070	6" Hot Dog Buns-51% WW	6x12ct	1.50
0110070	6" Hot Dog Buns-WW	6x12ct	1.50 ✓
011107	6" French Roll-WW	8x6ct	1.45
0112010	Dinner Rolls- 51% WW, 1 oz.	8x12ct	1.45
0111012	Dinner Rolls- 51% WW, 2 oz.	8x12ct	1.99 ✓
0111008	Breadsticks-WW	9x12ct	2.25
0450802	English Muffins-sliced, WW	12x12ct	25.99
0112030	Ciabatta Bread-WW	24oz	2.60
	6" Fresh Corn Tortilla		
	10" Fresh Wheat Flour Tortilla		
	10" White Wheat Flour Tortilla		
	8" White Wheat Flour Tortilla		
	8" Flour Tortilla-WW		
	6" Flour Tortilla-WW		
	12" Fresh White Wheat Flour Tortilla		
0112036	Hawaiian Dinner Rolls, WW	8x12ct	2.25
0111001	4" Sliced French Rolls- 51% WW	8x8ct	1.70

Milk Bids

Pointe Dairy did not offer service for our school.

Cedar Crest and Prairie farms did offer service for us next year.

I would prefer to offer the bid to Cedar Crest Dairy again next year (versus Prairie Farms). I like that they offer skim chocolate, fat free strawberry and 1% white. We have also had very good service from them.

Don Rowell
ASD

5-17-21



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 5, 2021

Deborah McDowell
Food Service Director
Union City Community Schools
430 Saint Joseph St
Union City, MI 49094

Re: 2021-2022 Milk Bid Recap

Dear Deborah:

Cedar Crest Dairy, Inc., as a matter of public record, is requesting a recap of the bids for dairy products for the 2021-2022 school year. Please feel free to either mail, fax, or email this information to us at your earliest convenience. Our email address is: jbalcom@cedarcrestdelivers.com, and our fax number is (616) 669-7633.

PRODUCT	Bidding Dairy:	Bidding Dairy:	Bidding Dairy:
PAPER HPT FF CHOC MILK			
PAPER HPT 1% WHITE MILK	Prairie Farms		
PAPER HPT FF STRAW MILK			
PAPER HPT FF WHITE MILK	Prairie Farms		
COTTAGE CHEESE 5LB	Prairie Farms		
SOUR CREAM 5LB	Prairie Farms		
YOGURT 5LB	Prairie Farms		

Thank you very much for your time and cooperation.

Sincerely,

Rob Becker
President



5850 Balsam Drive
PO Box 38
Hudsonville, MI 49426-0038

Phone 616.669.5170
Fax 616.669.7633
www.cedarcrestdelivers.com

DELIVERING THE BEST

May 5, 2021

Deborah McDowell
Food Service Director
Union City Community Schools
430 Saint Joseph St
Union City, MI 49094

Re: **2021-2022 SPARC RFP**

Dear Deborah:

Thank you for the opportunity to submit our bid for your dairy products. Cedar Crest can provide you with a total dairy, juice and ice cream program. Along with your milk products, we can deliver juices and ice cream to each of your locations.

Price Changes: Prices are based on the current costs of raw milk (per the USDA Federal Market Order No. 33), skim powders, butterfat, all other raw materials, packaging, all distribution and operating expenses. Prices are subject to change monthly to reflect changes in any of the above costs.

Delivery: Cedar Crest Dairy agrees to make every attempt to deliver on time for your requirements. Customer agrees to supply Cedar Crest Dairy with accurate milk counts and a school calendar noting breaks. No credit will be given for milk left over before any school breaks.

Invoicing: Invoices for all products sold by Cedar Crest Dairy to customer shall be on a weekly basis for week ending each Saturday.

Route Returns - Milk: 100% return credit is given if product is deemed not saleable due to a plant problem. Credit for manufacturing defects will be given at the discretion of the company. No credit will be given for milk remaining due to school days cancelled due to weather, power outages, or other unforeseen circumstances. Cedar Crest will sell fluid milk to the customer guaranteed to be dated for sale at least through the next delivery day.

Equipment: Cedar Crest Dairy agrees to supply equipment in good working order for \$0.015 per half-pint for milk and juices over bid price. Coolers and freezers supplied by Cedar Crest must be used only for products purchased through Cedar Crest Dairy.

By accepting our bid proposal, you agree to abide by the terms and conditions of service listed above. Please acknowledge acceptance of our bid proposal and our service by signing below and sending back a copy of this letter. Note that if you accept our service, the terms and conditions above will be in effect even if we do not receive a signed copy of this agreement back from you.

Signed _____ Title _____ Date _____

Sincerely,

Rob Becker
President

ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

DISTRIBUTOR DAIRY BID

for Union City Community Schools

The following pricing is being submitted in response to the request for dairy bids from distributors.
List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	Unit Pricing
500084	½ pt in carton	Milk, skim, chocolate	Country Fresh/In Moo	.2682
500018	½ pt in carton	Milk, 1% white	Country Fresh	.2698
15235	½ pt in carton	Milk, 1% Strawberry FF	Country Fresh/In Moo	.2682
	½ pt in carton	Milk, 1% chocolate		
	½ pt in carton	Milk, 1% various flavors		
6070	½ pt in carton	Milk, Skim, white	Country Fresh	.2715
	½ pt in plastic bottle	Milk, skim, chocolate		
	½ pt in plastic bottle	Milk, 1% white		
	½ pt in plastic bottle	Milk, 1% strawberry		
	½ pt in plastic bottle	Milk, 1% chocolate		
	½ pt in plastic bottle	Milk, 1% various flavors		
	½ pt in plastic bottle	Milk, skim		
	½ pt in carton	Soy milk, chocolate		
	½ pt in carton	Soy milk, vanilla		
525038	Five lb tub	Cottage cheese, 2%	Country Fresh	7.6682
535038	Five lb tub	Sour cream, imitation, or Crema	Country Fresh	6.9302
	Thirty two oz tub	Yogurt, plain, fat free, no high fructose corn syrup added		
18718	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added	Country Fresh	7.948
	Thirty two oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added		
	Thirty two oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach		

Prairie Farms

Battle Creek MI

Sparc

May 7, 2021

3820 Federal Order 3.5% Price \$17.71 - Dairy Supplied Equipment will add \$.01/hpt

<u>PROD #</u>	<u>Lkup</u>	<u>SIZE</u>	<u>PRODUCT</u>	<u>May 21 Price</u>
1060	1060	GAL	WHOLE	3.6262
1229	1229	GAL	2%	3.3962
1350	1350	GAL	1%	3.2366
1421	1421	GAL	SKIM	3.0844
4994	4994	GAL	CHOCOLATE 1%	3.5100
1092	1092	HGAL	WHOLE PLST	1.9442
1303	1303	HGAL	2% PLST	1.7961
1361	1361	HGAL	1% PLST	1.7343
1445	1445	HGAL	SKIM PLST	1.6637
5846	5846	HGAL	CHOC PREM PLST	2.2470
1165	1165	HPT	WHOLE 50/CS	0.2564
1331	1331	HPT	2% 50/CS	0.2504
4752	4752	HPT	1% 50/CS	0.2340
5404	5404	HPT	SKIM 50/CS	0.2569
1555	1555	HPT	CHOCOLATE 1% 50/CS	0.2580
13877	13877	HPT	STRAW 1% 50/CS	0.2580
33110	33110	HPT	LACTAID NONFAT	0.6600
29578	29578	14 OZ	WHOLE UHT PLST	0.7027
29579	29579	14 OZ	2% UHT PLST	0.7112
29580	29580	14 OZ	SKIM UHT PLST	0.7241
ALL	29583	14 OZ	UHT FLAVORS (5 TYPES)	0.7027
29586	29586	14 OZ	CHOC 1% UHT PLST	0.7182
1963	1963	PT	JUICE ORANGE PLAST	0.7084
8508	8508	4 OZ	JUICE APPLE	0.1300
1977	1977	4 OZ	JUICE ORANGE	0.1400
ALL	1600	5 LB	SOUR CREAM	6.4846
ALL	1605	1 LB	SOUR CREAM	1.4693
ALL	1669	5 LB	COTT CHEESE	7.0242
ALL	1700	24 OZ	COTT CHEESE	3.4960
ALL	1719	16 OZ	COTT CHEESE	1.4048
ALL	30339	5 OZ	COTT CH SC-FLAVORED	0.8816
21680	21680	4 OZ	COTT CH LOWFAT	0.4537
ALL	1829	5 LB	YOGURT	5.5000
ALL	29413	24 OZ	YOGURT	1.8500
ALL	24927	7 OZ	YOGURT SMOOTHIE	0.7545
ALL	20285	6 OZ	YOG WHOLE & FF	0.4900
ALL	23639	4 OZ	YOGURT FF	0.2495

Prairie Forwards

ATTACHMENT O: LIST OF MEMBER DISTRICTS WITH PAST AND PRESENT SERVICE

Company/Distributor:

	RA Name	Address	City	SY 2018-19 Lunch Totals	SY 2018-19 ADP	Served in 2020-21? Y/N	Bid for 2021-22? Y/N
24	Martin Luther King, Jr. Ed Ctr Acad	16827 APPOLINE ST	DETROIT	39306	218	N	Yes
25	Monroe County Youth Center	3600 SOUTH CUSTER RD	MONROE	4765	26	Y	Y
26	Mt. Pleasant City School District	720 NORTH KINNEY AVE 1200 NORTH TELEGRAPH RD DEPT 63BLDG 63 WEST	MOUNT PLEASANT	220732	1226	yes	yes
27	Oakland County Childrens Village	14100 WEST 9 MILE RD	PONTIAC	39706	221	N	Y
28	Oholei Yosef Yitzchak Lubavitch	7910 EAST ST JOE HWY	OAK PARK	18092	101	N	Y
29	Our Savior Lutheran School	495 EARHART RD	LANSING	12661	70	N	Y
30	Our Shepherd Lutheran School	225 PLEASANT ST	BIRMINGHAM	18373	102	N	Y
31	Queen of Miraculous Medal School	811 SOUTH WISNER ST	JACKSON	22686	126	Y	Y
32	River Rouge, School District	1460 COOLIDGE HWY	RIVER ROUGE	260574	1448	Y	Y
33	Riverside Academy	6409 SCHAEFER RD	DEARBORN	123373	685	Y	Y
34	Saranac Community Schools	405 EAST NORTH ST	SARANAC	73888	410	Y	Y
35	St. John the Evangelist School	402 SOUTH BALLENGER HWY	JACKSON	28675	159	Y	Y
36	St. Paul Lutheran School	495 EARHART RD	FLINT	8605	48	Y	Y
37	St. Paul Lutheran School	212 NORTH OTTAWA ST	ANN ARBOR	17996	100	Y	Y
38	Tecumseh Public Schools	430 SAINT JOSEPH ST	TECUMSEH	147364	819	Y	Y
39	Union City Community Schools	947 Donovan St.	UNION CITY	73262	407	N	Y
40	Van Buren ISD	490 SOUTH PAW PAW ST	Vanderbilt	13182	73	Yes	Yes
41	Vanderbilt Area Schools	145 EAST LATHROP STREET	LAWRENCE	10865	60	Yes	Y
42	Walkerville Public Schools	4125 WASHTEMAW AVENUE	WALKERVILLE	38345	213	N	Y
43	Washtenaw County Juvenile Home	36745 MARQUETTE ST	ANN ARBOR	1085862	6033	N	Y
44	Wayne-Westland Community Sch Dist	7221 NORTH M 123	WESTLAND	5998	33	no	no
45	Whitefish Township Schools	P.O. Box 219	PARADISE	32660	181	yes	Yes
46	Wolverine Community School District	15751 Lincoln Dr	Wolverine			yes	Yes
47	Yeshiva Beth Yehudah School		Southfield			N	Y

ATTACHMENT O: LIST OF MEMBER DISTRICTS WITH PAST AND PRESENT SERVICE

Company/Distributor:

Pointe Dairy

	RA Name	Address	City	SY 2018-19 Lunch Totals	SY 2018-19 ADP	Served in 2020-21? Y/N	Bid for 2021-22? Y/N
24	Martin Luther King, Jr. Ed Ctr Acad	16827 APPOLINE ST	DETROIT	39306	218	NO	Yes
25	Monroe County Youth Center	3600 SOUTH CUSTER RD	MONROE	4765	26	NO	Yes
26	Mt. Pleasant City School District	720 NORTH KINNEY AVE 1200 NORTH TELEGRAPH RD DEPT 63BLDG 63 WEST	MOUNT PLEASANT	220732	1226	NO	NO
27	Oakland County Childrens Village	14100 WEST 9 MILE RD	PONTIAC	39706	221	NO	Yes
28	Oholei Yosef Yitzchak Lubavitch	7910 EAST ST JOE HWY	OAK PARK	18092	101	NO	Yes
29	Our Savior Lutheran School	947 Donovan St.	LANSING	12661	70	NO	NO
30	Our Shepherd Lutheran School	811 SOUTH WISNER ST	BIRMINGHAM	18373	102	NO	Yes
31	Queen of Miraculous Medal School	1460 COOLIDGE HWY	JACKSON	22686	126	NO	NO
32	River Rouge, School District	6409 SCHAEFER RD	RIVER ROUGE	260574	1448	NO	Yes
33	Riverside Academy	225 PLEASANT ST	DEARBORN	123373	685	NO	Yes
34	Saranac Community Schools	405 EAST NORTH ST	SARANAC	73888	410	NO	NO
35	St. John the Evangelist School	495 EARHART RD	JACKSON	28675	159	NO	NO
36	St. Paul Lutheran School	212 NORTH OTTAWA ST	FLINT	8605	48	NO	Yes
37	St. Paul Lutheran School	430 SAINT JOSEPH ST	ANN ARBOR	17996	100	NO	Yes
38	Tecumseh Public Schools	947 Donovan St.	TECUMSEH	147364	819	NO	Yes
39	Union City Community Schools	430 SAINT JOSEPH ST	UNION CITY	73262	407	NO	NO
40	Van Buren ISD	490 SOUTH PAW PAW ST	Vanderbilt	13182	73	NO	NO
41	Vanderbilt Area Schools	145 EAST LATHROP STREET	LAWRENCE	10865	60	NO	NO
42	Walkerville Public Schools	4125 WASHTENAW AVENUE	WALKERVILLE	38345	213	NO	NO
43	Washrenaw County Juvenile Home	36745 MARQUETTE ST	ANN ARBOR	1085862	6033	NO	Yes
44	Wayne-Westland Community Sch Dist	7221 NORTH M 123	WESTLAND	5998	33	NO	Yes
45	Whitefish Township Schools	P.O. Box 219	PARADISE	32660	181	NO	NO
46	Wolverine Community School District	15751 Lincoln Dr	Wolverine			NO	NO
47	Yeshiva Beth Yehudah School		Southfield			NO	Yes

Pointe Dairy

ATTACHMENT A: DISTRIBUTOR DAIRY BID FORM

Troy WI

BIDDERS, complete, sign, and return this "DISTRIBUTOR DAIRY BID FORM"

DISTRIBUTOR DAIRY BID

The following pricing is being submitted in response to the request for dairy bids from distributors.
List alternate packaging if available for any of the milk products listed below.

Please identify items that you have available that meet the school meal or snack guidelines that are not listed on this solicitation.

Item #	Unit	Description	State Brand, Producer or Label and UPC Code	Unit Pricing
5837	½ pt in carton	Milk, skim, chocolate	COUNTRY FRESH	\$ 0.25
5018	½ pt in carton	Milk, 1% white	COUNTRY FRESH	\$ 0.24
6073	½ pt in carton	Milk, 1% Strawberry	COUNTRY FRESH	\$ 0.27
	½ pt in carton	Milk, 1% chocolate		
	½ pt in carton	Milk, 1% various flavors		
50063	½ pt in carton	Milk, Skim, white	COUNTRY FRESH	\$ 0.24
	½ pt in plastic bottle	Milk, skim, chocolate		
	½ pt in plastic bottle	Milk, 1% white		
	½ pt in plastic bottle	Milk, 1% strawberry		
	½ pt in plastic bottle	Milk, 1% chocolate		
	½ pt in plastic bottle	Milk, 1% various flavors		
	½ pt in plastic bottle	Milk, skim		
	½ pt in carton	Soy milk, chocolate		
	½ pt in carton	Soy milk, vanilla		
6045	Five lb tub	Cottage cheese, 2% 4%	COUNTRY FRESH	\$ 6.25
51170	Five lb tub	Sour cream, imitation, or Crema	COUNTRY FRESH	\$ 6.03
10032	Thirty two oz tub	Yogurt, plain, fat free, no high fructose corn syrup added	KAROUN	\$ 2.82
	Five lb tub	Yogurt, plain, fat free, no high fructose corn syrup added	COUNTRY FRESH same as above	\$ 6.03
10002	Thirty two oz tub	Yogurt, low fat, vanilla, no high fructose corn syrup added	KAROUN	\$ 2.82
	Thirty two oz tub	Yogurt, low fat, no high fructose corn syrup added flavored; varieties to include raspberry, strawberry, blueberry and peach		

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Milk Bids

REASON FOR BOARD CONSIDERATION: The Board should approve all bids.

FACTS AND ANALYSIS:

1. We are required to secure milk bids on a yearly basis
2. We have two bids based on the specifications provided by Food Service Director, Deb McDowell.
3. Ms. McDowell is recommending we accept the bid from Cedar Crest Dairy, Inc as presented.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the bid for milk from Cedar Crest Dairy, Inc for the 2021-2022 school year as presented.

Motion by _____ **Support by** _____

Ayes _____

Nays _____

Roll Call Vote _____

DeJongh _____ **Mathis** _____ **LaBar** _____ **Mears** _____

Miller _____ **Herman** _____ **Searls** _____

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Winter 2022 Coaching Recommendations

REASON FOR BOARD CONSIDERATION: The Board should approve staff hiring.

FACTS AND ANALYSIS:

- 1. All coaches should be approved by the board.
- 2. AD Denney is recommending the following coaches for your review.

Wrestling: Jason Counterman/ Jordan Herman

Competitive Cheer: HS/ Christine. Rumsey. MS/ Kaitlyn Hansen

Basketball Boys: Varsity/ Ben Chard. JV/Matt Payne MS/ Mike Eyre & Scott Cayo

Basketball Girls: Varsity: Tony Gordon. MS/Carrie Adams & Mike Eyre

- 3. These positions are currently in the budget and the proposed contract is within the scope of our resources.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the hiring of the Winter 2022 Coaches as presented for the 2021-2022 school year.

Motion by _____ Support by _____

Ayes _____ Nays _____

Roll Call Vote **Herman _____** **DeJongh _____** **Mathis**
_____ LaBar _____
Mears _____ **Miller _____** **Searls _____**



Union City Community Schools

Charger Athletics
430 St. Joseph Street
Union City, MI 49094

Mrs. Hayley Denney
Athletic Director
hdenney@unioncityschools.org
Ph: 517.741.3306
Fax: 517.741.5205

To: Ronna Steel, Superintendent
From: Hayley Denney, Athletic Director
Date: June 14, 2021
RE:

Winter Sports

Wrestling

Jason Counterman

Jordan Herman

Competitive Cheer

HS- Christine Rumsey

MS- Kaitlyn Hansen

Basketball

Boys Varsity- Ben Chard

Boys JV- Matt Payne

MS- Mike Eyre, Scott Cayo

Girls Varsity- Tony Gordon

Girls JV-

MS- Carrie Adams, Mike Eyre

Hayley Denney

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Cross Country Coach

REASON FOR BOARD CONSIDERATION: The Board should approve staff hiring.

FACTS AND ANALYSIS:

1. All coaches should be approved by the board.
2. MHSAA rules have changed and we can no longer have the same coach for both High School and Middle School Cross Country. Ms. Decker will still work with both teams as we secure a new MS coach.
3. AD Denney has reviewed letters of interest and resume for this sport and has submitted Jessica Decker for your review.
4. This position is currently in the budget and the proposed contract is within the scope of our resources.

Recommended Action: It is recommended that the Union City Community Schools Board of Education approve the hiring of Jessica Decker as the Varsity Cross Country Coach as presented for the 2021-2022 school year.

Motion by _____ **Support by** _____

Ayes _____ **Nays** _____

Roll Call Vote **Herman** _____ **DeJongh** _____ **Mathis** _____ **LaBar** _____

Mears _____ **Miller** _____ **Searls** _____

UNION CITY COMMUNITY SCHOOL DISTRICT

DATE: June 21, 2021

SUBJECT: Grade/ Class Association Credit Requirements

REASON FOR BOARD CONSIDERATION: Students fail to understand the magnitude of failing classes once they reach the high school level.

FACTS AND ANALYSIS:

1. High school students must pass their classes to receive a high school diploma. We have a large number of students that fail at least one class each year as evidenced by the 71 students currently taking credit recovery this summer.
2. Students are given multiple interventions and opportunities to make up credit but frequently wait until their senior year and many times this is too late.
3. We need to assign students to class association based on credits earned so they will understand they are not on track to graduate. This number could be adjusted as needed.
 - a. Freshman 0-6 credits
 - b. Sophomore 7-12 credits
 - c. Junior 13-18 credits
 - d. Senior 19 or more

Recommended Action: It is recommended that the Union City Community Schools Board of Education amend the class association designation to be determined based on credits earned.

Motion by _____ **Support by** _____

Ayes _____ **Nays** _____

Roll Call Vote _____

Herman _____ **LaBar** _____ **Mears** _____ **Mathis** _____

Miller _____ **Searls** _____ **DeJongh** _____

Monday, June 21, 2021

To the Union City School Board:

After 16 months of forceful mandates on children, parents and professionals are calling on the Governor, MDHHS and all other state agencies to cease mandates on school aged children in the preschool-12 setting. All public PK-12 institutions, including state colleges, must allow for choice for all students in regards to masking, testing, vaccination or any other mitigation strategy that has been previously thrust upon children across the state of Michigan. No one should force or require masks, Covid testing or Covid vaccines to any child nor should there be any segregation to any child or teacher for that matter, based on their own ability to choose what is best for them. No child should be treated differently based on their vaccine status, mask use or testing.

Therefore, consider this a proclamation that PARENTS, NOT POLITICIANS, will ensure the safety and health of our children as we enter the next school year. We seek our elected officials to represent the voices of their communities in stopping the proposed MI Safer Schools-Future of Testing as presented by Danielle Lepar, Hannah Hamilton, Jason Wilkinson and Natasha Bagdasarian of MDHHS. We call on Governor Whitmer and Director Hertel to allow parents' rights to be respected and the rights of our children to not be violated. We are imploring all agencies to stop any further mandates and to reallocate resources and funding to support the much needed mental health of our children. Irreparable harm has been committed and as parents, we are determined to protect our children at all costs.

We have had enough. Leave our children alone.

Thank you,

A handwritten signature in black ink, appearing to read "Tate Goodwin". The signature is fluid and cursive, with a prominent initial "T" and "G".

Tate Goodwin, Union City parents, professionals, tax payers, students and
VOTERS

June 17, 2021

Dear Union City School Board,

I am writing this letter because you have heard a lot of the negative things that are happening in our district. I want to take a moment to shed some light on the positive components as well.

To start off, I would like to make a disclaimer. I was at the board meeting on June 7th where teachers read a letter addressing concerns they have for admin, the changes happening in the district, and technology. Even though I attended the board meeting, I was not aware of what was in this letter, and there are a number of things that were mentioned that I do not support, nor deem correct. But let's focus on the positive.

The first positive thing that we should celebrate is the fact that we made it through a pandemic. This is huge! Our school shut down not once, but twice, and both times we were able to transition our students to remote learning. It was not perfect, but for the little or no training we had in virtual education, we made it work. We all learned together and relied on each other to provide effective instruction. I am so honored to be a part of this school district where teachers work hard to provide what is best for the students. I am proud of all of my colleagues for what they have accomplished this year. I know that I will be able to take what I learned about technology during this unprecedented year and apply it to a normal school year in order to provide better instruction and communication. All teachers had to provide high-quality instruction to two classes (in-person and virtual). This was not easy or ideal, but we have come a long way since the beginning of the school year.

The next positive thing happening in our district are all the changes. I know this was addressed in the letter at the board meeting as a grievance. Yes, change is hard. It is stressful because you have to learn something new, and that takes time. It was difficult because we had so much on our plates this year under unique circumstances. All the changes, however, were in the best interest of the students. I truly do not believe that our admin just came up with these changes on a whim. From what I have seen, careful consideration was given to these important decisions.

One change that was made this year was the implementation of a new literacy curriculum tool at the elementary school called Bookworms. This change was AMAZING and should be celebrated! Before this year, all teachers were gathering their own resources and compiling them together with the hope that we were teaching all the standards to our students. In Kindergarten alone, I was teaching differently and providing different instruction than my Kindergarten teammates. This allowed for students to not have equal access to learning and did not encourage teachers to share expertise in hopes of giving better instruction. With the adoption of the Bookworms curriculum, the entire building is instantly aligned. All students in the elementary school have equal access to learning the Common Core standards. You can come into my classroom and see what I am teaching, and then go into another kindergarten classroom and see that the teacher is teaching the same exact thing on the same day. Then you can go to a first, second, third, or fourth grade classroom and they may not be

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teaching the same text, but students are following the same routine. Before this curriculum, each class, each grade used different routines and different terminology. When students would move from one grade to another, it was like they were starting at a new school and did not know what to expect. There was no consistency. Students now know what to expect. They are engaged in meaningful discussions about the books we are reading during our reading and writing blocks. They are relating these texts to other books they are reading and to their personal lives. I even hear students talking about these books during other parts of the school day, like recess. Multiple teachers have reported that in the short amount of time of teaching Bookworms, they have seen student scores improve. To be honest, there are still components of this program that we do not fully understand, but when we have a question, we can reach out to other schools and the author of the Bookworms program to obtain an answer. The decision to adopt this curriculum tool was not taken lightly. Mrs. Johnson brought this tool to the HIL team (HIL stands for High Impact Leadership, and the team is comprised of representatives from almost all of the grade levels). After the HIL team researched it, we agreed that this would probably be what is best for our students. The team then put a presentation together to present to the staff at a voluntary meeting and the presentation was recorded for those teachers who were not able to make it. Finally, all teachers had a say in whether they wanted to implement this program or not through a survey. As far as I know, we had 100% of the teachers respond and agree to this program.

Another change that was mentioned was the adoption of a new Social Emotional Curriculum. I will be the first to admit that this did not go well for me this year. I feel like I did not do a great job of delivering the content, and we hit many bumps along the way. Mr. Owens asked us at our last PD training for feedback because the program was not perfect, and we all see a need for improvement. He stated that he will continue to improve upon it over the summer. The information taught in these lessons teach students about their emotions, their brains, their bodies, how to calm their bodies down when they have a strong feeling, how to be kind, and how to show empathy. All of these are really important for our students to know, but we just need some adjustments to the program. At the June 7th meeting, this program was presented as a negative, and while I agree that it needs improvement, I also believe that it is a very beneficial program.

Also, I know that you have the difficult decision of choosing our next superintendent soon. I strongly believe that we are heading in the right direction. Things are not perfect. We still have a long way to go, but we have so many positive things happening in our district right now. Considering the next leader for the Union City School District, I feel that it is imperative that we choose someone who not only has the ability, but also the vision to keep us moving forward in a positive direction both academically and professionally. We have been struggling with behavior, academics, and school climate for as long as I have worked in Union City. If we keep doing the same things over and over again, we cannot expect different results. We need someone who can bring new ideas and a fresh perspective to the table. I'm afraid of things going back to the way they were.

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I honestly believe that our admin team has not tried to be deceiving or make decisions without the participation of the faculty and the best intentions for our students. I feel that, as a district, we are making great strides and moving down the right path. I would hate to see us deviate from a path of progress.

The last thing I am going to mention is that I know you all make very important decisions that impact us and our students directly. I am opening the invitation for you to come into my classroom anytime, announced or unannounced. I want you to see the great things that are happening in our building, along with the areas where we need support. I want my students to get to know you because your decisions have an impact on them. On the other hand, I realize that I have not been doing my due diligence of coming to these meetings. I promise that I will start coming to more board meetings to be more informed.

Thank you for your time and consideration. Please reach out to me with further questions or concerns.

Sincerely,

Hillary Hiday

**Union City Community Schools
Extended COVID-19 Learning Plan
End -of -Year Goal Reporting
2020-2021**

Date: June 3, 2021

Goal Category	Goal Related to Achievement or Growth on K - 8 Benchmarks
Middle of the Year Reading Goal	We continue to work with students to improve reading goals. Please see data below for end of year growth targets.
End of the Year Reading Goal	All students (K-8) will improve performance in Reading/ELA from Fall to Spring as measured by NWEA. <ul style="list-style-type: none"> • All teachers will use the formative assessment process to support adjustment to teaching & learning, to support meaningful student progress towards mastery of Reading/ELA academic standards. • Results from Reading/ELA benchmark assessments, local Reading/ELA summative assessments, and formative assessment will be continuously discussed and analyzed by staff.
Middle of the Year Mathematics Goal	We continue to work with students to improve math goals. Please see data below for end of year growth targets.
End of the Year Mathematics Goal	Goal 2 - All students (K-8) will improve performance in Mathematics from Fall to Spring as measured by NWEA. <ul style="list-style-type: none"> • All teachers will use the formative assessment process to support adjustment to teaching & learning, to support meaningful student progress towards mastery of Math academic standards. • Results from Math benchmark assessments, local Math summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

Achievement or Growth on Benchmark Assessment

Reporting Category	By February 1		Before End of Year	
	Reading	Math	Reading	Math
All Students	50.28% of students have met growth projections from Fall 2019 to Fall 2020	21.57% of students have met growth projections from Fall 2019 to Fall 2020	37% of students have met growth projections from Fall 2020 to Spring 2021	38% of students have met growth projections from Fall 2020 to Spring 2021
Econ. Disadvantaged	66% of students	30% of students	28% of students	38% of students

	identified as economically disadvantaged have met growth projections from Fall 2019 to Fall 2020	identified as economically disadvantaged have met growth projections from Fall 2019 to Fall 2020	identified as economically disadvantaged have met growth projections from Fall 2020 to Spring 2021	identified as economically disadvantaged have met growth projections from Fall 2020 to Spring 2021
Special Education	64% of students identified as eligible for special education services have met growth projections from Fall 2019 to Fall 2020	42% of students identified as eligible for special education services have met growth projections from Fall 2019 to Fall 2020	28% of students identified as eligible for special education services have met growth projections from Fall 2020 to Spring 2021	34% of students identified as eligible for special education services have met growth projections from Fall 2020 to Spring 2021
English Learner	<30	<30	<30	<30
Female	50.29% of our female students have met growth projections from Fall 2019 to Fall 2020	29.14% of our female students have met growth projections from Fall 2019 to Fall 2020	40% of our female students have met growth projections from Fall 2020 to Spring 2021	34% of our female students have met growth projections from Fall 2020 to Spring 2021
Male	49.43% of our male students have met growth projections from Fall 2019 to Fall 2020	25.43% of our male students have met growth projections from Fall 2019 to Fall 2020	34% of our male students have met growth projections from Fall 2020 to Spring 2021	38% of our male students have met growth projections from
Asian	<30	<30	<30	<30
Hispanic	<30	<30	<30	<30
Black	<30	<30	<30	<30

School Calendar 2021-2022
(Union Counter Proposal 6/14/2021)

August (6)	16	Mon	New Teacher Orientation
	17	Tues	New Teacher Orientation
	18	Wed	Staff Day AM/Professional Development PM-Staff-3; PD-3 (UCEA Lunch MTG)
	19	Thurs	Professional Development (Full Day PD)-6 -Open Houses (ES 5:00-6:30, MS 5:30-7:00, HS 6:00-7:30)
	24	Tues	1st Day for Students
September (19)	3	Fri	No School
	6	Mon	No School (Labor Day)
	27	Mon	Professional Development (PD)-6
October (21)	12	Tues	PTC 4-7 PM
	14	Thurs	1/2 Day Students -PTC 12-3 PM
	22	Fri	End of 1st Marking Period
November (20)	24	Wed	1/2 Day Students & Staff / Thanksgiving Break Begins
	25	Thurs	No School - Thanksgiving Break
	26	Fri	No School - Thanksgiving Break
December (13)	17	Fri	1/2 Day Students & Staff- Holiday Break Begins
January (20)	3	Mon	School Resumes
	14	Fri	End of 1st Semester
	17	Mon	Professional Development (Full Day PD)-6
February (19)	18	Fri	1/2 Day Students -Professional Development PM (PD)-3
	21	Mon	Mid Winter Break/ No Students or Staff
March (19)	25	Fri	1/2 Day Students & Staff, End of 3rd Marking Period
	28	Mon	Spring Break Begins
April (18)	4	Mon	School Resumes
	15	Fri	No School (Good Friday)
	18	Mon	Professional Development (PD)-6
May (21)	30	Mon	No School Memorial Day
June (3)	3	Fri	End of Year (1/2 Day Students & Staff)

- 179 Student Days
- 1 Day of PD Counts as instruction
- 173 Full days
- 6 Student Half Days
- 30 hours PD

School Calendar 2021-2022
(Union Counter Proposal 6/14/2021)

In lieu of formal spring conferences, teachers will make every possible effort to have direct, meaningful contact with student's parents/guardian early 2nd semester. ES teachers contact each student's parents/guardian, MS / HS divide student's parents/guardian by teams, as necessary.

A family / community engagement event will be held each semester, 2 hours in length, planned by each building / grade level. Does not replace existing programs.