

# 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

Rescheduled Regular Meeting - Public Hearing and Budget	High School Media Center
Monday, June 26, 2023	6:30 PM

#### I. **Call To Order**

##### a. **Pledge of Allegiance**

##### b. **Opening Statement**

Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision making process.

There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda.

If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.

#### II. **2022-2023 Proposed Budget Amendment**

Business Manager, Sara Leson, will present the proposed 2022-2023 budget amendment.

#### III. **2023-2024 Budget Proposal**

Business Manager, Sara Leson, will present the 2023-2024 budget proposal.

#### IV. **Public Hearing on Proposed Budgets or Agenda Items**

This is the section of the meeting in which the public may make comments or share their opinions about the proposed budgets or agenda items. 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.

#### V. **Addition or Deletion of Items To the Agenda**

#### VI. **Consent Agenda**

##### a. **Approval of Minutes**

1. Regular Meeting 5/15/23
2. Closed Meeting #1 5/15/23
3. Closed Meeting #2 5/15/23
4. Closed Meeting #3 5/15/23

##### b. **Resignation**

Elizabeth Sturm has resigned her position as elementary teacher effective June 2, 2023.

c. **Maternity Leave**

Jamey Cerka-Wilks has requested maternity leave for eight weeks from mid-August through October 12.

d. **Resignation**

Mark Hageman, Elementary Music Teacher, has resigned effective June 30, 2023.

VII. **Correspondence**

VIII. **Comments From the Audience on Agenda Items**

a. **Public Comments Statement**

This is the section of the meeting in which the public may make comments or share their opinions about the agenda items. 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.

IX. **Action Items**

a. **2022-2023 Budget Amendment Resolution**

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

b. **2023-2024 Budget Resolution**

Board action is required to approve the 2023-2024 budget resolution as presented.

c. **Millage Levy Resolution**

Board action is required to approve the 2023 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, 2023; 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 3.982 mills) on December 1, 2023.

d. **2023-2024 Resolution Authorizing Issuance of Notes In Anticipation of State School Aid**

Board action is required to approve the state aid borrowing resolution for the 2023-2024 school year as presented.

e. **Bond Ratification Resolution**

Board action is required to accept the Purchaser's offer to purchase the Bonds at par and ratify and affirm the purchase. The Bonds shall be issued in the aggregate principal amount of \$2,035,000 and designate 2023 School Building and Site Bonds (General Obligation - Limited Tax).

f. **Michigan High School Athletic Association (MHSAA) Resolution**

Board action is required to approve the participation in MHSAA for 2023-24 school year.

g. **School of Choice Resolution**

Board action is required to approve participation in School of Choice (105 and 105C) for the 2023-24 school year.

h. **Hiring of Elementary Paraprofessional**

Board action is required to approve the hiring of Makayla Skirka as a paraprofessional at the elementary.

i. **Coaching Recommendations**

Board action is required to approve the coaching recommendations as presented by Athletic Director, Hayley Denney.

**j. Purchase of New Apple Devices for Students and Staff**

Board action is required to approve the purchase of new devices for middle and high school students and staff in the amount of \$372,347.50.

**k. Hiring of High School Night Custodian**

Board action is required to approve the hiring of Tyler Brookmyer as the high school night custodian.

**l. Closed Session**

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

**m. Group Contracts**

Board action is required to approve the contracts for bus drivers, food service, paraprofessionals, secretaries and teachers for 2023-2024 as presented.

**n. Individual Contracts 2023-24**

Board action is required to approve the contracts for 2023-24 as presented for the individuals listed below.

Alan Cross, High School Maintenance Custodian  
Amanda Steele, Elementary School Behavior Interventionist  
Amber Case, High School Principal  
Andrew Hemker, Assistant Maintenance Supervisor  
Ashley Simpson, Middle School Interventionist  
Charissa Bailey, High School Interventionist  
Deb Frey, Transportation Supervisor  
Deborah McDowell, Food Service Director  
Grant Hutchins, Director of Technology  
Hayley Denney, Athletic Director  
James Clark, Elementary School Night Custodian  
James Owens, Director of Behavior Support  
Jamie Thomas, Middle School Principal  
Jennifer Johnson, Elementary School Principal  
Kelly AcMoody, Administrative Assistant  
Keo Sok, Middle School Maintenance Custodian  
Lorraine Cross, Assistant Business Manager  
Patricia Morrow, Middle School Night Custodian  
Patrick McKerr, Director of Curriculum, Instruction and Assessment  
Samantha Fick, Full-Time Substitute Teacher  
Sara Holt, Full-Time Substitute Teacher  
Sara Leson, Business Manager  
Scott Schrader, Elementary School Maintenance Custodian  
Spencer Kever, Maintenance Supervisor  
Tyler Brookmyer, High School Night Custodian

**X. Discussion Items**

**a. District Goals Report including Section 98b of PA 48 of 2021**

Board discussion regarding the 2022-2023 district goals report.

**XI. Information Items**

**a. Financials**

Financials for the months of May and June will be presented as an action item at the July meeting.

**XII. 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.

**XIII. Board Roundtable**

**XIV. Closed Session**

Board action is required to adjourn to closed session for the purpose of discussing superintendent evaluation per Section 8(a) of the Open Meetings Act.

**XV. Additional Action Items**

**a. Superintendent Evaluation**

Board action is required to approve the superintendent evaluation.

**b. Superintendent Merit Pay**

Board action is required to approve the superintendent merit pay.

**c. Superintendent Contract 2023-24**

**XVI. 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 nine (IX).

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact, Kelly AcMoody at 517-741-8091 at least one week prior to the meeting or as soon as possible.

# UNION CITY COMMUNITY SCHOOLS

BUDGET HEARING

2022-2023 AMENDED BUDGET

&

2023-2024 PROPOSED BUDGET

JUNE 26, 2023



PRESENTED BY  
SARA LESON  
BUSINESS MANAGER

# **UNION CITY COMMUNITY SCHOOLS PUBLIC HEARING ON PROPOSED 2023-2024 BUDGET**

A Public Hearing is required by Law under the Uniform Budgeting and Accounting Act (Bulletin 1022 Section 4). The Board will then have to Adopt a Budget prior to July 1, 2023.

## **SUMMARY OF PUBLIC HEARING**

- Review the 2022-2023 Amended Budget for General, Food Service Fund, & School/Student Activity Fund
- Review the 2023-2024 Proposed Budget for General, Food Service Fund, & School Student Activity Fund
- State Borrowing Resolution

# UNION CITY COMMUNITY SCHOOLS 2022-2023 AMENDED BUDGET REQUIREMENT

A Budget Amendment is required by law under the Uniform Budgeting and Accounting Act (Bulletin 1022 Section 4) when it is determined actual or probable revenue/expenditures differ from original or previous budget assumptions. Below are some major key budget variables.

## Revenues

State Aid Per Pupil

Student Counts

Federal Revenues

State Categorical Funding

Local Funding

Inter-District Funding

## Expenditures

Staffing/Wages/Assignments

Retirement Costs

Insurance Costs

Supply/Purchased Service Costs

Fuel/Utility Costs

Capital Outlay

Other/Unknown

# 2022-2023 AMENDED BUDGET ASSUMPTIONS

- Local Revenues: \$ 68,889 higher admission and concession sales in sporting events, sale of 1999 Dodge truck and plow, received more in taxes than estimated
- State Sources: \$917,688; one-time retirement fund deposit (in and out), Learning Loss Grant and 97d security grant
- Federal Sources: \$242,894; Reimbursement for ESSER III expenses
- Instruction and Added Needs: 586,231; Expense side of one-time retirement deposit
- Improvement Inst. Support: \$46,039; Learning Loss Grant Expense (Panorama subscription)
- Operation & Maint: \$74,068; New Maintenance truck, increase in utility expense and increase in supply cost
- Transportation Services: \$234,541 Purchase of 2 buses, Expense side of one-time retirement deposit and additional repair bus expense
- Debt Service-\$261,480; ESSER III Middle School HVAC Project

# 2022-2023 AMENDED REVENUE BUDGET

	APPROVED BUDGET 2022-2023	PROPOSED BUDGET 2022-2023 Jan-23	FINAL BUDGET AMENDMENT Jun-23	DIFFERENCE JAN AMEND FINAL BUDGET
<b>REVENUE</b>				
Local Sources	\$ 1,303,786	\$ 1,372,083	\$ 1,440,971	\$ 68,889
State Sources	9,591,384	9,570,227	10,487,915	\$ 917,688
Federal Sources	559,379	639,689	882,583	\$ 242,894
Other Financing Sources	565,000	578,923	578,923	\$ -
Transfers In-HL	32,000	32,000	32,000	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 12,051,549</b>	<b>\$ 12,192,922</b>	<b>\$ 13,422,392</b>	<b>\$ 1,229,470</b>

# 2022-2023 AMENDED EXPENDITURE BUDGET

	APPROVED BUDGET 2022-2023	PROPOSED BUDGET 2022-2023 Jan-23	FINAL BUDGET AMENDMENT Jun-23	DIFFERENCE JAN AMEND FINAL BUDGET
<b>EXPENDITURES</b>				
INSTRUCTION				
Basic Program	5,877,449	6,017,971	6,515,240	497,269
Added Needs	1,685,358	1,632,184	1,721,146	88,962
<b>Total Instruction</b>	<b>7,562,807</b>	<b>7,650,155</b>	<b>8,236,386</b>	<b>586,231</b>
SUPPORT SERVICE EXPENSE				
Pupil	693,405	701,386	725,350	23,964
Improvement Instructional Staff	182,389	219,703	265,742	46,039
General Administration	375,498	389,216	382,901	(6,315)
School Administration	705,288	735,069	727,447	(7,622)
Fiscal Services	306,881	309,977	307,150	(2,827)
Operation & Maintenance	1,034,250	1,141,695	1,215,762	74,068
Transportation	869,747	633,127	867,668	234,541
Central Support	182,008	200,261	191,528	(8,733)
Athletics	441,511	458,839	459,822	983
Community Services	3,706	3,706	5,078	1,372
Payments to Other Govt Units				-
Site Improvement Services				-
Prior Period Adjustments				-
Debt Service	35,975	35,975	297,455	261,480
Transfer to HL-Food Distribution				-
<b>Total Support Services</b>	<b>4,830,658</b>	<b>4,828,953</b>	<b>5,445,904</b>	<b>(1,704)</b>
<b>TOTAL EXPENDITURES</b>	<b>12,393,465</b>	<b>12,479,109</b>	<b>13,682,290</b>	<b>85,644</b>

# 2022-2023 FUND BALANCE SUMMARY

<b>2022-2023 Est Fund Balance</b>	
Beginning Fund Balance-July 1, 2022	2,341,424
2022-2023-Est Revenus (June 2023)	13,422,392
2022-2023 Est Expenses (June 2023)	13,682,290
Operation Surplus (Deficit)	(259,898)
Est Total Fund Balance-June 30, 2023	2,081,526
Fund Balance Percentage	15%
Fund Balance Percentage Excluding 147c	16%

# 2023-2024 PROPOSED BUDGET ASSUMPTIONS

## Revenue:

- State Aid: \$9,608/Pupil \$458/Pupil increase (\$421,818), reduction in student count by 8 (\$76,864)  
Large increase in 31a At-Risk Funding, 31aa Mental Health Grant
- Reduction in Federal Revenue.: ESSER III adjusted
- Reduction in Other Financing Business: Decrease (\$135,552) Removal of prior year adjustment

## Expenditures:

- Includes many one-time purchases (2 used buses, Middle School desks/chairs, High School desk/chairs, Elementary tables, library books, additional curriculum, etc)
- Adjustment for all pay increases for school employees excluding individual contracted employees (including retirement, FICA and W/C)
- Added Needs: Hiring of ELA Interventionist Teacher at the Elementary (funded by increase in 31a At risk funds)
- Debt Service: 2016 bus purchase paid off 2021-2022; adjusted for remaining note payment
- Adjustments made across the board for increase in supply cost

# 2023-2024 PROPOSED REVENUE BUDGET

		FINAL BUDGET	PROPOSED BUDGET	
		AMENDMENT	2023-2024	
		Jun-23	-8 students	
<b>REVENUE</b>				
	Local Sources	\$ 1,440,971	\$ 1,400,899	\$ (40,072)
	State Sources	10,487,915	10,233,145	\$ (254,770)
	Federal Sources	882,583	399,480	\$ (483,103)
	Other Financing Sources	578,923	443,371	\$ (135,552)
	Transfers In-HL	32,000	32,000	\$ -
<b>TOTAL REVENUE</b>		<b>\$ 13,422,392</b>	<b>\$ 12,508,895</b>	<b>\$ (913,497)</b>

# 2023-2024 PROPOSED EXPENDITURE BUDGET

	FINAL BUDGET AMENDMENT Jun-23	PROPOSED BUDGET 2023-2024 -8 students	
<b>EXPENDITURES</b>			
<b>INSTRUCTION</b>			
Basic Program	6,515,240	5,958,739	(556,501)
Added Needs	1,721,146	1,852,629	131,483
<b>Total Instruction</b>	8,236,386	7,811,368	(425,018)
<b>SUPPORT SERVICE EXPENSE</b>			
Pupil	725,350	698,009	(27,341)
Improvement Instructional Staff	265,742	197,716	(68,026)
General Administration	382,901	393,140	10,239
School Administration	727,447	747,304	19,857
Fiscal Services	307,150	323,073	15,923
Operation & Maintenance	1,215,762	1,134,699	(81,063)
Transportation	867,668	766,774	(100,894)
Central Support	191,528	186,696	(4,832)
Athletics	459,822	531,701	71,879
Community Services	5,078	5,200	122
Payments to Other Govt Units			-
Site Improvement Services			-
Prior Period Adjustments			-
Debt Service	297,455	59,526	(237,929)
Transfer to HL-Food Distribution			-
<b>Total Support Services</b>	5,445,903	5,043,838	(402,065)
<b>TOTAL EXPENDITURES</b>	<b>13,682,289</b>	<b>12,855,206</b>	<b>(827,083)</b>

# 2023-2024 FUND BALANCE SUMMARY

<b>2023-2024 Est Fund Balance</b>	
Beginning Fund Balance-July 1, 2023	2,081,526
2023-2024-Est Revenus (June 2024)	12,508,895
2023-2024 Est Expenses (June 2024)	12,855,206
Operation Surplus (Deficit)	(346,311)
Est Total Fund Balance-June 30, 2024	1,735,216
Fund Balance Percentage	13%
Fund Balance Percentage Excluding 147c	14%

# AMENDED/PROPOSED FOOD SERVICE BUDGET- 2022-2023 & 2023-2024

	BUDGET FINAL JUNE 22-23	PROPOSED BUDGET JUNE 2023	DIFFERENCE B/W 2022-2023 & 2023-2024
<b>REVENUE</b>			
Local Sources	\$ 47,000	\$ 47,000	\$ -
State Sources	31,853	15,960	\$ (15,893)
Federal Sources	577,345	558,000	\$ (19,345)
<b>TOTAL REVENUE</b>	<b>\$ 656,198</b>	<b>\$ 620,960</b>	<b>\$ (35,238)</b>
<b>EXPENDITURES</b>			
Salaries	196,000	202,468	6,468
Employee Benefits	112,200	118,450	6,250
Purchased Services	46,654	33,540	(13,114)
Supplies & Materials	337,347	275,000	(62,347)
Capital Outlay	15,053	-	(15,053)
Other Expense	1,981	800	(1,181)
Transfer Out	32,882	32,882	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 742,117</b>	<b>\$ 663,140</b>	<b>\$ (78,977)</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>\$ (85,919)</b>	<b>\$ (42,180)</b>	
<b>BEGINNING FUND BALANCE</b>	<b>\$ 200,085</b>	<b>\$ 114,166</b>	
<b>ENDING FUND BALANCE</b>	<b>\$ 114,166</b>	<b>\$ 71,986</b>	

# AMENDED/PROPOSED SCHOOL/STUDENT ACTIVITY BUDGET-2022/2023 & 2023/2024

		Student/School Activity Fund	
<b>REVENUE:</b>		<b>2022-2023</b>	<b>2023-2024</b>
	Local Sources-Current Year Elementary	7,500	7,500
	Local Sources-Current Year Middle School	8,000	5,500
	Local Sources-Current Year High School	75,000	65,000
<b>TOTAL REVENUE</b>		<b>90,500</b>	<b>78,000</b>
<b>EXPENDITURES:</b>			
	Support Services-Elementary	10,000	8,500
	Support Services-Middle School	6,000	6,000
	Support Services-High School	62,000	60,000
<b>TOTAL EXPENDITURES</b>		<b>78,000</b>	<b>74,500</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>		<b>12,500</b>	<b>3,500</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>		<b>125,652</b>	<b>138,512</b>
<b>ENDING FUND BALANCE</b>		<b>138,152</b>	<b>142,012</b>

# STATE BORROWING LOAN

- **Based on the excess in expenditures the requested borrowing amount is: \$1,200,000.**
  - **Same amount that was borrowed this school year**
  - **Borrowing enough funds provides a cushion for months with large expenditures**

Any questions?



RESOLUTION FOR ADOPTION BY THE BOARD  
OF EDUCATION UNION CITY COMMUNITY SCHOOLS  
2022-2023 BUDGET AMENDMENT  
GENERAL FUND AND FOOD SERVICE

**Resolved**, that this resolution shall be the general appropriations of Union City Community Schools for the 2022-2023 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 2022-2023 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	\$ 1,440,971	
State	10,487,915	
Federal	882,583	
Other Financing Sources	578,923	
Transfers in-HL	32,000	
<b>Total Revenue</b>		<b>13,422,392</b>

Fund Balance, July 1	2,341,424	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		2,256,014
<b>Total Available to Appropriate</b>		<b>15,678,406</b>

**Be it further resolved** that \$13,682,290 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	6,515,240	
Added Needs	1,721,146	
<b>Total Instruction</b>		<b>8,236,386</b>

**SUPPORT SERVICE EXPENSE**

Pupil Support	725,350	
Instructional Staff Support	265,742	
General Administration	382,901	
School Administration	727,447	
Business Services	307,150	
Operation & Maintenance	1,215,762	
Transportation	867,668	
Central Support	191,528	
Athletic Activities	459,822	
Community Services	5,078	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	297,455	
Fund Modification		
<b>Total Support Services</b>		<b>5,445,903</b>

<b>TOTAL Appropriated General Fund</b>		<b>13,682,290</b>
<b>ENDING FUND BALANCE</b>		<b>2,081,527</b>

**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 2022-2023 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 2022-2023 is as follows:

	<b>Food Service</b>
<b><u>REVENUE:</u></b>	
Local Sources	\$ 47,000
State Sources	31,853
Federal Sources	577,345
Incoming transfer from Gen Fund	-
<b>TOTAL REVENUE</b>	<b><u>656,198</u></b>
<b><u>EXPENDITURES:</u></b>	
Salaries	196,000
Employee Benefits	112,200
Purchased Services	46,654
Supplies and Materials	337,347
Capital Outlay	15,053
Other Expenditures	1,981
Transfer to Gen Fund	32,882
<b>TOTAL EXPENDITURES</b>	<b><u>742,117</u></b>
<b>EXCESS REVENUE</b>	
<b>(EXPENDITURES)</b>	<b>(85,919)</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>200,085</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>114,166</u></u></b>

**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 2022-2023 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 2022-2023 is as follows:

	<b>Student/School Activity Fund</b>
<b><u>REVENUE:</u></b>	
Local Sources - Current Year Elementary	7,500
Local Sources - Current Year Middle School	8,000
Local Sources - Current Year High School	<u>75,000</u>
<b>TOTAL REVENUE</b>	<b>90,500</b>
<b><u>EXPENDITURES:</u></b>	
Support Services - Elementary	10,000
Support Services - Middle School	6,000
Support Services - High School	<u>62,000</u>
<b>TOTAL EXPENDITURES</b>	<b>78,000</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>12,500</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>113,152</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>125,652</u></u></b>

**THIS RESOLUTION TAKES EFFECT JULY 1, 2023**

RESOLUTION FOR ADOPTION BY THE BOARD  
 OF EDUCATION UNION CITY COMMUNITY SCHOOLS  
 2023-2024 BUDGET  
 GENERAL FUND AND FOOD SERVICE

**Resolved**, that this resolution shall be the general appropriations of Union City Community Schools for the 2023-2024 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 2023-2024 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	\$ 1,400,899	
State	10,233,145	
Federal	399,480	
Other Financing Sources	443,371	
Transfers in-HL	32,000	
<b>Total Revenue</b>	12,508,895	12,508,895

Fund Balance, July 1	2,081,527	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,996,117
<b>Total Available to Appropriate</b>		<b>14,505,012</b>

**Be it further resolved** that \$12,855,206 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	5,958,739	
Added Needs	1,852,629	
<b>Total Instruction</b>	7,811,368	

**SUPPORT SERVICE EXPENSE**

Pupil Support	698,009	
Instructional Staff Support	197,716	
General Administration	393,140	
School Administration	747,304	
Business Services	323,073	
Operation & Maintenance	1,134,699	
Transportation	766,774	
Central Support	186,696	
Athletic Activities	531,701	
Community Services	5,200	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	59,526	
Fund Modification		
<b>Total Support Services</b>	5,043,838	

<b>TOTAL Appropriated General Fund</b>		<b>12,855,206</b>
<b>ENDING FUND BALANCE</b>	1,735,216	

**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 2023-2024 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 2023-2024 is as follows:

	<b>Food Service</b>
<b><u>REVENUE:</u></b>	
Local Sources	47,000
State Sources	15,960
Federal Sources	558,000
Incoming transfer from Gen Fund	-
<b>TOTAL REVENUE</b>	<b><u>620,960</u></b>
<b><u>EXPENDITURES:</u></b>	
Salaries	202,468
Employee Benefits	118,450
Purchased Services	33,540
Supplies and Materials	275,000
Capital Outlay	-
Other Expenditures	800
Transfer to Gen Fund	32,882
<b>TOTAL EXPENDITURES</b>	<b><u>663,140</u></b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>(42,180)</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>114,166</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>71,986</u></u></b>

**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 2023-2024 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 2023-2024 is as follows:

	<b>Student/School Activity Fund</b>
<b><u>REVENUE:</u></b>	
Local Sources - Current Year Elementary	7,500
Local Sources - Current Year Middle School	8,000
Local Sources - Current Year High School	<u>75,000</u>
<b>TOTAL REVENUE</b>	<b>90,500</b>
<b><u>EXPENDITURES:</u></b>	
Support Services - Elementary	10,000
Support Services - Middle School	6,000
Support Services - High School	<u>62,000</u>
<b>TOTAL EXPENDITURES</b>	<b>78,000</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>12,500</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>113,152</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>125,652</u></u></b>

**THIS RESOLUTION TAKES EFFECT JULY 1, 2023**



1

1

8,075  
16,233  
67,668

9,179  
12,871  
124,000

Monthly Board Meeting  
Monday, May 15, 2023 6:30 PM Eastern

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

### Call To Order

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

Paula DeJongh:	Absent
Jennifer Gautsche:	Present
Amber Herman:	Present
Darin LaBar:	Arrived at 7:01 p.m.
Dave Mathis:	Present
Archie Mears:	Present
Paul Arlt:	Present

### Pledge of Allegiance

### Opening Statement

### Addition or Deletion of Items To the Agenda

The Board of Education moves action item 6d to action item 6m. This motion, made by Dave Mathis and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5 Nay: 0

### Consent Agenda

The Board of Education approves the consent agenda as presented. This motion, made by Archie Mears and seconded by Jennifer Gautsche, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5 Nay: 0

### Approval of Minutes

Regular Meeting 4/17/23

Special Meeting 5/1/23

### Resignation

### Maternity Leave

### Correspondence

Thank you from the maintenance department

Thank you from transportation department

## **Comments From the Audience on Agenda Items**

Ambrielle Phelps, Adalynn Rumsey, Lily Eyre

## **Public Comments Statement**

### **Action Items**

#### **Financials**

The Board of Education approves the financials for the month ending April 30, 2023.

This motion, made by Archie Mears and seconded by Jennifer Gautsche, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5 Nay: 0

#### **NEOLA**

The Board of Education approves Volume 37, Number 2, Bylaws, Policies and Guidelines Updates and presented. This motion, made by Jennifer Gautsche and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5 Nay: 0

#### **Hiring of Assistant Cook**

The Board of Education approves Ellen Smith as an assistant cook at the high school.

This motion, made by Dave Mathis and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5 Nay: 0

#### **Purchase of Two Used Buses**

The Board of Education approves the purchase of two 2020 65-passenger buses for \$64,483 each for a total of \$128,966 with some remaining warranty. This motion, made by Dave Mathis and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5 Nay: 0

#### **Closed Session #1**

The Board of Education adjourns to closed session for the purpose of considering a long-term suspension of a student per Section 8(a) of the Open Meetings Act. This motion, made by Jennifer Gautsche and seconded by Dave Mathis, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 5 Nay: 0

President Amber Herman adjourned to closed session at 6:43 p.m.

Darin LaBar arrived at 7:01 p.m.

The Board of Education calls the meeting back to order. This motion, made by Jennifer Gautsche and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

President Amber Herman called the meeting back to order at 7:11 p.m.

### **Long-Term Suspension of Middle School Student #1**

The Board of Education approves the suspension of a middle school student for the remainder of the 2022-23 school year per the recommendation of Jamie Thomas, middle school principal. This motion, made by Dave Mathis and seconded by Darin Labar, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

### **Closed Session #2**

The Board of Education adjourns to closed session for the purpose of considering a long-term suspension of a student per Section 8(a) of the Open Meetings Act. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

President Amber Herman adjourned to closed session at 7:12 p.m.

The Board of Education calls the meeting back to order. This motion, made by Darin LaBar and seconded by Jennifer Gautsche

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

President Amber Herman called the meeting back to order at 7:38 p.m.

### **Long-Term Suspension of a Middle School Student #2**

The Board of Education approves the suspension of a middle school student for the remainder of the 2022-23 school year per the recommendation of Jamie Thomas, middle school principal. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

### **Closed Session #3**

The Board of Education adjourns to closed session for the purpose of considering a long-term suspension of a student per Section 8(a) of the Open Meetings Act. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

President Amber Herman adjourned to closed session at 7:40 p.m.

The Board of Education calls the meeting back to order. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

President Amber Herman called the meeting back to order at 8:33 p.m.

### **Long-Term Suspension of a Middle School Student #3**

The Board of Education approves the suspension of a middle school student for the remainder of the 2022-23 school year per the recommendation of Jamie Thomas, middle school principal. This student must come to the board in August to request reinstatement for the 2023-24 school year. This motion, made by Archie Mears and seconded by Jennifer Gautsche, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Abstained, Archie Mears: Yea

Yea: 5 Nay: 0 Abstain: 1

### **Performance Services, Inc. (PSI) Contract**

The Board of Education approves the contract with PSI for the bleacher project. This motion, made by Darin LaBar and seconded by Dave Mathis, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

### **Resolution Authorizing the Issuance and Delegating the Sale of Bonds And Other Matters Relating Thereto**

Board action is required to issue bonds in the principal amount not to exceed Two Million Seventy-Five Thousand Dollars (\$2,075,000) for the purpose of erecting a restroom building and a ticket pavilion; and preparing, developing, improving, and equipping athletic fields and facilities and sites and the cost of issuing the bonds as presented in the attached resolution. This motion, made by Archie Mears and seconded by Darin Labar, Carried.

Darin LaBar: Yea, Paul Arlt: Yea, Jennifer Gautsche: Yea, Dave Mathis: Yea, Archie Mears: Yea, Amber Herman: Yea

## **Discussion Items**

### **Calhoun Intermediate School District (CISD) Biennial Election Resolution Consideration**

Board discussion took place regarding the candidates and a board representative to cast the vote.

## **Information Items**

### **Superintendent Evaluation Tool**

The superintendent evaluation will take place at the June meeting. This has been rescheduled for June 26.

### **Addams Family Musical**

#### **Bleacher and Bathroom Rental**

## **Public Comment - None**

### **Public Comments Statement**

## **Board Roundtable**

Herman, LaBar, Gautsche

## **Adjournment**

The Board of Education adjourns the regular meeting. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.

Paul Arlt: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Dave Mathis: Yea, Archie Mears: Yea

Yea: 6 Nay: 0

President Amber Herman adjourned the meeting at 9:03 p.m.

Jennifer Gautsche  
Secretary

Kelly AcMoody  
Recording Secretary

----- Forwarded message -----

From: **Elizabeth Sturm** <[esturm@unioncityschools.org](mailto:esturm@unioncityschools.org)>

Date: Fri, Jun 2, 2023 at 5:32 PM

Subject: Hello

To: Jennifer Johnson <[jjohnson@unioncityschools.org](mailto:jjohnson@unioncityschools.org)>

Hello Jennifer,

I'm writing to let you know that I will not be teaching second grade this year at UC. I have accepted a Kindergarten position at another school. This position came up after I accepted the second grade position for next year and I was just recently offered this Kindergarten job.

I have truly enjoyed getting to know the staff and students at UC and I appreciate all of the support, guidance and advice you have given me. I will miss everyone at UC but I am very excited for this opportunity to teach Kindergarten.

I'm planning to clean out my room this next week or the week after.

I hope you and your family have a wonderful summer!

Kind regards,

Liz Sturm

--



*Union City Community Schools*  
Jamey Cerka-Wilks, High School Teacher

---

430 St. Joseph Street  
Union City, Michigan 49094  
Email: [jcerka-wilks@unioncityschools.org](mailto:jcerka-wilks@unioncityschools.org)

Phone: (205) 503-2998

June 1st, 2023

To: Mr. Chris Katz, Mrs. Amber Case, and Union City School Board

RE: Maternity Leave

To Whom It May Concern,

This letter is to inform you of my intent to take a leave of absence for maternity leave. The anticipated due date is September 2, 2023, however I anticipate it to start August 15th, 2023. The leave of absence will last for 8 weeks, with the intent to return to work no later than October 13th.

At this time, no formal arrangements have been made in terms of a substitute to fill this leave.

Sincerely,

A handwritten signature in black ink that reads "Jamey Cerka-Wilks". The signature is fluid and cursive.

Jamey Cerka-Wilks

Mark Hageman  
306 John Street  
Union City, MI 49094

---

19 June 2023

Union City Community Schools  
430 St. Joseph Street  
Union City, MI 49094

Dear Jennifer, Chris, and Union City Community Schools Board of Education,

Please accept this letter as formal notice of my resignation as Elementary Music/High School Choir Teacher with Union City Community Schools effective June 30th, 2023.

I have truly enjoyed my tenure at Union City Elementary School and Union City High School. Sharing the joy of music and teaching students to blossom into the musicians they are has been truly a wonderful experience for me.

I have decided to seek employment elsewhere and will begin in the fall as an Elementary Music Teacher in another district. I thank you for the advice and mentoring given to me throughout my time in Union City and it has been a privilege to work with you.

Sincerely,



Mark Hageman

RESOLUTION FOR ADOPTION BY THE BOARD  
OF EDUCATION UNION CITY COMMUNITY SCHOOLS  
2022-2023 BUDGET AMENDMENT  
GENERAL FUND AND FOOD SERVICE

**Resolved**, that this resolution shall be the general appropriations of Union City Community Schools for the 2022-2023 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 2022-2023 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	\$ 1,440,971	
State	10,487,915	
Federal	882,583	
Other Financing Sources	578,923	
Transfers in-HL	32,000	
<b>Total Revenue</b>	<b>13,422,392</b>	

Fund Balance, July 1	2,341,424	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		2,256,014
<b>Total Available to Appropriate</b>		<b>15,678,406</b>

**Be it further resolved** that \$13,682,290 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	6,515,240	
Added Needs	1,721,146	
<b>Total Instruction</b>	<b>8,236,386</b>	

**SUPPORT SERVICE EXPENSE**

Pupil Support	725,350	
Instructional Staff Support	265,742	
General Administration	382,901	
School Administration	727,447	
Business Services	307,150	
Operation & Maintenance	1,215,762	
Transportation	867,668	
Central Support	191,528	
Athletic Activities	459,822	
Community Services	5,078	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	297,455	
Fund Modification		
<b>Total Support Services</b>	<b>5,445,903</b>	

<b>TOTAL Appropriated General Fund</b>		<b>13,682,290</b>
<b>ENDING FUND BALANCE</b>	<b>2,081,527</b>	

**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 2022-2023 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 2022-2023 is as follows:

	<b>Food Service</b>
<b><u>REVENUE:</u></b>	
Local Sources	\$ 47,000
State Sources	31,853
Federal Sources	577,345
Incoming transfer from Gen Fund	-
<b>TOTAL REVENUE</b>	<b><u>656,198</u></b>
<b><u>EXPENDITURES:</u></b>	
Salaries	196,000
Employee Benefits	112,200
Purchased Services	46,654
Supplies and Materials	337,347
Capital Outlay	15,053
Other Expenditures	1,981
Transfer to Gen Fund	32,882
<b>TOTAL EXPENDITURES</b>	<b><u>742,117</u></b>
<b>EXCESS REVENUE</b>	
<b>(EXPENDITURES)</b>	<b>(85,919)</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>200,085</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>114,166</u></u></b>

**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 2022-2023 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 2022-2023 is as follows:

	<b>Student/School Activity Fund</b>
<b><u>REVENUE:</u></b>	
Local Sources - Current Year Elementary	7,500
Local Sources - Current Year Middle School	8,000
Local Sources - Current Year High School	<u>75,000</u>
<b>TOTAL REVENUE</b>	<b>90,500</b>
<b><u>EXPENDITURES:</u></b>	
Support Services - Elementary	10,000
Support Services - Middle School	6,000
Support Services - High School	<u>62,000</u>
<b>TOTAL EXPENDITURES</b>	<b>78,000</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>12,500</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>113,152</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>125,652</u></u></b>

**THIS RESOLUTION TAKES EFFECT JULY 1, 2023**

RESOLUTION FOR ADOPTION BY THE BOARD  
OF EDUCATION UNION CITY COMMUNITY SCHOOLS  
2023-2024 BUDGET  
GENERAL FUND AND FOOD SERVICE

**Resolved**, that this resolution shall be the general appropriations of Union City Community Schools for the 2023-2024 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 2023-2024 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	\$ 1,400,899	
State	10,233,145	
Federal	399,480	
Other Financing Sources	443,371	
Transfers in-HL	32,000	
<b>Total Revenue</b>	12,508,895	12,508,895

Fund Balance, July 1	2,081,527	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,996,117
<b>Total Available to Appropriate</b>		<b>14,505,012</b>

**Be it further resolved** that \$12,855,206 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	5,958,739	
Added Needs	1,852,629	
<b>Total Instruction</b>	7,811,368	

**SUPPORT SERVICE EXPENSE**

Pupil Support	698,009	
Instructional Staff Support	197,716	
General Administration	393,140	
School Administration	747,304	
Business Services	323,073	
Operation & Maintenance	1,134,699	
Transportation	766,774	
Central Support	186,696	
Athletic Activities	531,701	
Community Services	5,200	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	59,526	
Fund Modification		
<b>Total Support Services</b>	5,043,838	

<b>TOTAL Appropriated General Fund</b>		<b>12,855,206</b>
<b>ENDING FUND BALANCE</b>	1,735,216	

**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 2023-2024 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 2023-2024 is as follows:

	<b>Food Service</b>
<b><u>REVENUE:</u></b>	
Local Sources	47,000
State Sources	15,960
Federal Sources	558,000
Incoming transfer from Gen Fund	-
<b>TOTAL REVENUE</b>	<b><u>620,960</u></b>
<b><u>EXPENDITURES:</u></b>	
Salaries	202,468
Employee Benefits	118,450
Purchased Services	33,540
Supplies and Materials	275,000
Capital Outlay	-
Other Expenditures	800
Transfer to Gen Fund	32,882
<b>TOTAL EXPENDITURES</b>	<b><u>663,140</u></b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>(42,180)</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>114,166</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>71,986</u></u></b>

**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 2023-2024 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 2023-2024 is as follows:

	<b>Student/School Activity Fund</b>
<b><u>REVENUE:</u></b>	
Local Sources - Current Year Elementary	7,500
Local Sources - Current Year Middle School	8,000
Local Sources - Current Year High School	<u>75,000</u>
<b>TOTAL REVENUE</b>	<b>90,500</b>
<b><u>EXPENDITURES:</u></b>	
Support Services - Elementary	10,000
Support Services - Middle School	6,000
Support Services - High School	<u>62,000</u>
<b>TOTAL EXPENDITURES</b>	<b>78,000</b>
<b>EXCESS REVENUE (EXPENDITURES)</b>	<b>12,500</b>
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b><u>113,152</u></b>
<b>ENDING FUND BALANCE</b>	<b><u><u>125,652</u></u></b>

**THIS RESOLUTION TAKES EFFECT JULY 1, 2023**



1

1

8,075  
16,233  
67,668

9,179  
12,871  
124,000

**2023 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2023.)**

ORIGINAL TO: County Clerk(s)  
 COPY TO: Equalization Department(s)  
 COPY TO: Each Township or City Clerk

**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.

<b>CALHOUN</b>	<b>201,798,967</b>
Local Government Unit	
<b>UNION CITY SCHOOLS</b>	
For LOCAL School Districts: Current Year Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>59,647,708</b>	

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 2023 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Charter, etc.	2022 Millage Rate Permanently Reduced by MCL 211.34d	2023 Current Year Millage Reduction Fraction	2023 Millage Rate Permanently Reduced by MCL 211.34d	Sec. 211.34 Truth in Assessing or Equalization Rollback Fraction	Maximum Allowable Millage Rate*	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
	Oper Non-Hm	8/3/2021	17.7252	17.7252	1.0000	17.7252	1.0000	17.7252			12/31/2031

MCL 380.1212	BUILDING & SITE SF	5/8/2018	1.0000	0.9928	1.0000	0.9928	1.0000	0.9928	0.9928	12/31/2024
MCL 380.1212	BUILDING & SITE SF	8/3/2021	3.0000	2.9892	1.0000	2.9892	1.0000	2.9892	1.0034	12/31/2031

Prepared by <b>Tom Scott</b>	Telephone Number <b>(269) 781-0747</b>	Title of Preparer <b>Deputy Equalization Director</b>
Date <b>April 25, 2023</b>		

**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 211.34d, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.1211(3).

Clerk <input type="checkbox"/>	Signature	Date
Secretary <input type="checkbox"/>	Signature	Date
Chairperson President <input type="checkbox"/>	Signature	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).

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

**RESOLUTION AUTHORIZING ISSUANCE OF NOTES  
IN ANTICIPATION OF STATE SCHOOL AID  
(AUGUST 2023 BORROWING THROUGH THE  
MICHIGAN FINANCE AUTHORITY)**

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

A rescheduled regular meeting of the board of education of the Issuer (the “Board”) was held in the \_\_\_\_\_, within the boundaries of the Issuer, on the 26th day of June, 2023 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, 2024 and expected to be received by the School District from October 2023 through August 2024, inclusive (the “2023/2024 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, 2024, 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 2023/2024 State Aid and that portion of the 2023/2024 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 2023 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 or dates 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 between the Authority and the School District (the "Purchase Contract").

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 (an "Installment" or the "Installments"), ending on July 22, 2024, and earlier on the 20th day of each month (or, in the case of January and April, the 22nd), 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. 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 Installment 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 Installments, 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 2023 state aid note program. The Board 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 2023 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/klg

## EXHIBIT A

1. Estimated 2023/2024 State Aid allocated or to be allocated for fiscal year ending June 30, 2024: \$9,845,000 (total amount estimated to be received from October 1, 2023 through August 31, 2024)
2. Amount of borrowing not to exceed: \$1,200,000
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 2023 calendar year: \$2,035,000 (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 21, 2023 and shall mature on July 22, 2024, August 20, 2024, 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 2022/2023 operating expenses: \$684,114

**EXHIBIT B**

**FORM OF PURCHASE CONTRACT**

**[Insert Name of School District Here]**

The Michigan Finance Authority (the "Authority"), a public body corporate and politic, 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, 2024 and to be paid from October 2023 through August 2024, 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, due in three (3), five (5), or seven (7) consecutive monthly set-aside installments (an "Installment" or the "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 22, 2024, 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 21, 2023 (a "No Set-Aside Note") and purchased by the Authority with proceeds from the Authority's State Aid Revenue Notes, Series 2023A-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 21, 2023, 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 2024 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, 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 tax revenues 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, 2023 (the "Trust Indenture"), issued by the Authority pursuant to its Note Authorizing Resolution adopted June 6, 2023, 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 2023A-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 \_\_, 2023 (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 2023/2024 State School Aid to be allocated to it and to be paid from October 2023 through August 2024, inclusive (the "Pledged State Aid").

Not later than August \_\_, 2024, the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on August 20, 2024 (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 20, 2024 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 \_\_, 2024 (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 Aid to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 21, 2023, 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 2024, and the Depository shall apply the August 2024 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 20, 2024; (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 2024 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 2024 state aid note pool, the Issuer shall give written notice by August \_\_, 2024 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 2024 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 promptly 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 tax revenues 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, 2023 (the "Trust Indenture"), issued by the Authority pursuant to its Note Authorizing Resolution adopted June 6, 2023 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 \_\_, 2023, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern Time, on August 21, 2023 ("Closing Date"), or at another date and time determined by the Authority, 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 \_\_\_\_\_, 2023  
\_\_\_\_\_ ("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, 2023, through August 31, 2024.

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 21, 2023 and shall mature on [July 22][August 20], 2024.

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 2024 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 20, 2024; 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 21, 2023 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2023A-2, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2023. 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 (as that term is defined in the Trust Indenture) 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 2023A-\_\_, 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, 2023, through August 31, 2024.

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 21, 2023 and shall mature on August 20, 2024.

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

8. 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 4.0%; 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 4.0%. For purposes of this paragraph 8:

"Base Rate" means, for any day, the highest of (i) the Prime Rate; and (ii) 7.50%.

"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.

9. As 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 2024 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 20, 2024, 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 21, 2023 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2023A-1, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2023. 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 2023A-\_\_, 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]*

# Memo

**To:** Board of Education  
Chris Katz, Superintendent  
Sara Leson, Business Manager

**From:** Jesse Nelson, CPA, Partner  
Sean Walsh, Senior Consultant  
Baker Tilly Municipal Advisors, LLC

**Subject:** Bond Sale – 2023 School Building and Site Bonds

**Date:** June 8, 2023

Today, the bond sale for the 2023 School Building and Site Bonds (the “2023 Bonds”) was completed. The 2023 Bonds are being issued for the purpose of erecting a restroom building and a ticket pavilion; and preparing, developing, and improving athletic fields and facilities and sites for the District.

A total of 5 proposals was received for the 2023 Bonds. Chase Bank was the winning bidder by providing the lowest True Interest Cost (“TIC”) of 3.85%.

Further information is enclosed with this memorandum.

We thank you for allowing us to be a part of this successful financing. It is our recommendation that the District accept the lowest True Interest Cost (“TIC”) proposal received from Chase Bank.

Please let us know if you have any questions or comments and have a great week.

UNION CITY COMMUNITY SCHOOLS  
COUNTIES OF BRANCH AND CALHOUN, STATE OF MICHIGAN

2023 SCHOOL BUILDING AND SITE BONDS

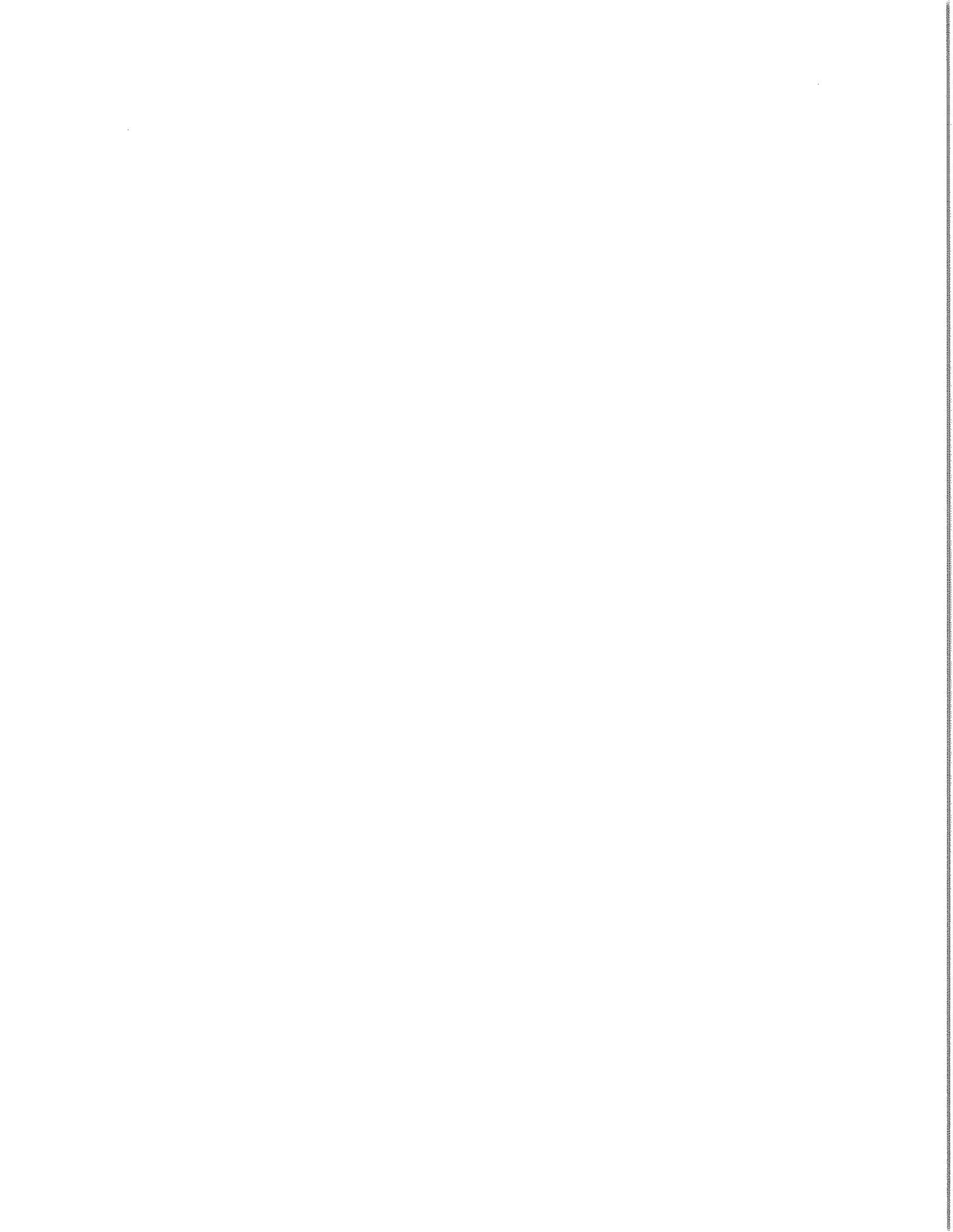
I. Bids Received

	True Interest Cost ("TIC")
Chase Bank	3.85%
Southern Michigan Bank and Trust	4.18%
Horizon Bank	4.38%
Huntington Bank	4.95%
Century Bank and Trust	5.12%

**UNION CITY COMMUNITY SCHOOLS  
COUNTIES OF BRANCH AND CALHOUN, STATE OF MICHIGAN**

**2023 SCHOOL BUILDING AND SITE BONDS - PRICING SUMMARY**

<u>Maturity</u>	<u>Coupon</u>	<u>Maturity Value</u>
05/01/24	3.850%	\$310,000
05/01/25	3.850%	405,000
05/01/26	3.850%	420,000
05/01/27	3.850%	440,000
05/01/28	3.850%	460,000
<b>Total</b>		<b>\$2,035,000</b>



Union City Community Schools, Branch and Calhoun Counties, Michigan (the "Issuer")

A rescheduled regular meeting of the board of education of the Issuer (the "Board") was held in the \_\_\_\_\_, within the boundaries of the Issuer, on the 26th day of June, 2023, 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:**

1. By resolution adopted on May 15, 2023 (the "Bond Resolution"), this Board authorized the issuance of not to exceed Two Million Seventy-Five Thousand Dollars (\$2,075,000) 2023 School Building and Site Bonds (General Obligation – Limited Tax) (the "Bonds"); and

2. Pursuant to the Bond Resolution, the Issuer delegated authority to the Superintendent of Schools and/or the Business Manager (each an "Authorized Officer") to accept a bid on behalf of this Board for the sale of the Bonds within the parameters established in the Bond Resolution; and

3. On June 8, 2023, the Issuer received five (5) bids for the purchase of the Bonds, which were presented to an Authorized Officer for consideration; and

4. Based upon the written recommendation of the Issuer's financial consulting firm, an Authorized Officer accepted the offer of JPMorgan Chase Bank, NA (the "Purchaser"), to purchase the Bonds pursuant to the authority delegated in the Bond Resolution, and the Board desires to ratify and affirm the acceptance of the offer.

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

1. The Authorized Officer's acceptance of the Purchaser's offer to purchase the Bonds at par is hereby ratified and affirmed. The Bonds shall be issued in the aggregate principal amount of \$2,035,000 and designated 2023 School Building and Site Bonds (General Obligation - Limited Tax).

2. The Bonds shall be dated June 28, 2023, and shall be issued as a single term bond maturing on May 1, 2028, on which interest is payable at the rate of 3.85% per annum, commencing May 1, 2024 and semi-annually thereafter on November 1 and May 1 as set forth in Exhibit A and shall be subject to mandatory redemption as set forth herein. The Purchaser will certify that the Bonds shall not be offered to the public. Bonds of this issue are not subject to redemption at the option of the Issuer prior to maturity.

3. The Bonds are issued as a single term bond subject to mandatory redemption in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date, as set forth below.

<u>Bonds due May 1, 2028</u>	
<u>Redemption Date</u>	<u>Principal Amount</u>
May 1, 2024	\$310,000
May 1, 2025	405,000
May 1, 2026	420,000
May 1, 2027	440,000
May 1, 2028 (maturity)	460,000

4. Blank Bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

The Bonds shall be registered as to principal and interest in the name of the Purchaser and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Paying Agent, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in minimum denominations of \$100,000 and multiples of \$5,000 over \$100,000, not exceeding the aggregate principal amount for each maturity.

5. The Bonds and the interest thereon shall be payable in lawful money of the United States of America by the Treasurer of the Board, who shall act as the paying agent and bond registrar (the "Paying Agent") or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

6. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$35,000 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum after paying the cost of issuance shall be deposited in the 2023 Capital Projects Fund.

B. The sum of \$2,000,000 shall be deposited to the 2023 Capital Projects Fund.

7. The President and Secretary are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the Treasurer, as Paying Agent, the Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the Purchaser upon receipt of the purchase price and accrued interest, if any.

8. The Issuer hereby designates the Bonds of this issue as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended. In making said designation, the Issuer determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2023 will not exceed \$10,000,000.

9. All resolutions and parts of resolutions, and orders and parts of orders, insofar as they conflict with the provisions of this resolution be and the same are hereby 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/keh

EXHIBIT A

**UNION CITY COMMUNITY SCHOOLS**  
**COUNTIES OF BRANCH AND CALHOUN, STATE OF MICHIGAN**  
**2023 SCHOOL BUILDING AND SITE BONDS**

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-	-	-	-
05/01/2024	310,000.00	3.850%	65,942.48	375,942.48
11/01/2024	-	-	33,206.25	33,206.25
05/01/2025	405,000.00	3.850%	33,206.25	438,206.25
11/01/2025	-	-	25,410.00	25,410.00
05/01/2026	420,000.00	3.850%	25,410.00	445,410.00
11/01/2026	-	-	17,325.00	17,325.00
05/01/2027	440,000.00	3.850%	17,325.00	457,325.00
11/01/2027	-	-	8,855.00	8,855.00
05/01/2028	460,000.00	3.850%	8,855.00	468,855.00
<b>Total</b>	<b>\$2,035,000.00</b>	<b>-</b>	<b>\$235,534.98</b>	<b>\$2,270,534.98</b>

**Yield Statistics**

Bond Year Dollars	\$6,117.79
Average Life	3.006 Years
Average Coupon	3.8500000%
Net Interest Cost (NIC)	3.8500000%
True Interest Cost (TIC)	3.8426090%
Bond Yield for Arbitrage Purposes	3.8426090%
All Inclusive Cost (AIC)	4.4672875%
<b>IRS Form 8038</b>	
Net Interest Cost	3.8500000%
Weighted Average Maturity	3.006 Years

2023 School Building and | SINGLE PURPOSE | 6/12/2023 | 2:06 PM

Baker Tilly Municipal Advisors

Page 2



# 2023-24

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, 2023 — through July 31, 2024

### 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 2023-24 must be listed on the back of this form)*

Union City \_\_\_\_\_ City/Township of Union \_\_\_\_\_

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, 2023 and shall remain effective until July 31, 2024, 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 26th day of June \_\_\_\_\_, 2023, 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  
 \_\_\_\_\_  
(Address)  
 Union City 49094  
 \_\_\_\_\_  
(City & Zip Code)  
 kacmoody@unioncityschools.org  
 \_\_\_\_\_  
(Contact E-mail)

\_\_\_\_\_  
 Board Secretary Signature  
 or Designee  
 Check if Designee

# Schools Which Are To Be MHSAA Members During 2023-24

**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. \_\_\_\_\_

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

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

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

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

1. 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 2023-24 7th and 8th-grade enrollment 150  
 Provide anticipated 2023-24 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6  7  8   
 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 2023-24 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2023-24 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6  7  8   
 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 2023-24 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2023-24 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6  7  8   
 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.  
 \_\_\_\_\_

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

A special meeting of the Board of Education of the Union City Community School District, Branch and Calhoun Counties, Michigan, was held in the Union City High School Media Center in said district on the 26th day of June, 2023 at 6:30 p.m.

The meeting was called to order by

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 2023-2024 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 2023-2024 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 2023-2024 school year.

Ayes:           Members:

Nays:           Members:

Resolution declared \_\_\_\_\_.  
\_\_\_\_\_  
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 26th day of June, 2023, 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 Elementary School**

Jennifer Johnson  
601 Walnut Street  
Union City, MI 49094  
Ph: 517.741.3302  
jjohnsono@unioncityschools.org

Principal  
Union City Elementary Principal  
Fax: 517.741.5205

June 26, 2023

Dear Union City Community Schools Board of Education Members;

Please accept this letter as a formal recommendation for the hire of Ms. Makayla Skirka for the position of LRE Paraprofessional at the Elementary School.

Ms. Skirka is a 2023 graduate of Union City High School and already has an impressive amount of experience with elementary aged students with special needs. She spent 2 years in the early childhood program through CACC. During that time she worked with special education students at the Doris Klaussen Developmental Center and served as a cadet teacher in our elementary school.

Again, it is with great pleasure that I recommend Ms. Makayla Skirka for the position of elementary LRE paraprofessional.

Sincerely,

*Jennifer Johnson*

Mrs. Jennifer Johnson



# **Union City Community Schools**

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

**Mrs. Hayley Denney**  
Athletic Director  
[hdenney@unioncityschools.org](mailto:hdenney@unioncityschools.org)  
Ph: 517.741.3306  
Fax: 517.741.5205

**To: Chris Katz, Superintendent**  
**From: Hayley Denney, Athletic Director**  
**Date: June 19, 2023**  
**RE: Coaching Staff**

**I recommend the following persons be hired as coaches for the 2023-24 school year.**

**Returning Coaches:**

**Doug Counterman- Varsity Football Head Coach**  
**Fred Bradford- Varsity Assistant Football Coach**  
**Jason Counterman- Varsity Assistant Football Coach**  
**David Wilbur- Co JV Football Head Coach**  
**Thomas Kusterer- Co JV Football Head Coach**  
**Corey Collins- MS Football Assistant Coach**  
**Ashley Herman- Varsity Volleyball Head Coach**  
**Kenny Burgett- JV Volleyball Head Coach**  
**Darcy Lepper- MS Volleyball Coach (8th grade)**  
**Deb Thenen- MS Volleyball Coach (7th grade)**  
**Jessica Decker- Varsity XC Head Coach**  
**Clint Gautsche- MS XC Head Coach**

**New Hire:**

**Brandan Cross- MS Football Head Coach**  
**Darren Austin- Varsity Assistant Football Coach**  
**Daryl Dexter- MS Boys Basketball Coach (8th grade)**  
**Tina Scheidler- Varsity Girls Basketball Head Coach**  
**Charissa Bailey - Sideline Cheer**



# Union City Community Schools

430 St. Joseph Street  
Union City, MI 49094  
Ph: 517.741.8091  
Fax: 517.741.5205

**Chris Katz**  
Superintendent  
ckatz@unioncityschools.org

6/23/2023

To: UCCS School Board

From: Superintendent Chris Katz

Re: Purchase of new devices for students and staff

As I have previously discussed with the board, we have applied for and received an ECF (Enhanced Connectivity Fund) grant in the amount of \$400 per device up to 650 student devices. This results in a credit of \$260,000 against the purchase of new devices.

I have attached a proposal to purchase 650 iPads for use by our high school and middle school students. In addition, I have included the purchase of 70 new laptops for use by our teaching and administrative staff.

The total cost of the purchase is \$372,347.50. Subtracting the \$260,000 credit leaves a total cost to the district of \$112,347.50. However, I anticipate being able to generate at least \$140,000 in revenue from the sales of the old devices.

Therefore we will end up with all new devices and gain roughly \$28,000+ in revenue through this transaction.

I ask the board to approve the purchase of laptops and iPads from Apple Computer as specified in the attached proposal number 2111257333.

Thank you,

Chris Katz

## Proposal Details

[Back](#) [Convert To Order](#)

[Reject](#) | [Delete](#) | [Edit](#)

Proposal Number: 2111257333  
 Created By: Christopher Katz  
 Phone Number: [517-741-3302](tel:517-741-3302)  
 Created On: 06/23/2023  
 Comments:

Item Picture	Description	Total Quantity	Unit Price	Total Price
	15-inch MacBook Air: Apple M2 chip with 8-core CPU and 10-core GPU, 256GB - Midnight (Packaged in a 5-pack) ↗ MQL63LL/A <a href="#">Specifications &gt;</a> Estimated Shipping: 1–2 weeks	65	1,179.00 USD	76,635.00 USD
	15-inch MacBook Air: Midnight (Packaged in a 5-pack) ↗ Z192 <a href="#">Specifications &gt;</a> Configuration ID: Z19200004 Estimated Shipping: 30 business days	5	1,559.00 USD	7,795.00 USD
	10.2-inch iPad Wi-Fi 64GB-Space Gray (Packaged in a 10-pack), Logitech Rugged Combo 3 Touch Case, w/ 3YR AppleCare+ for Schools (no service fees) BSX42LL/A Estimated Shipping: 4–6 weeks	65	4,429.50 USD	287,917.50 USD
	10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack) MK2Y3LL/A	650		
	3-Year AppleCare+ for Schools - iPad (no service fees) S7831LL/A	650		
	Logitech Rugged Combo 3 Touch Case with Integrated Smart Connector Keyboard and Trackpad for 10.2-inch iPad (7th, 8th & 9th generation) – Blue HPN12ZM/A	650		

Subtotal: 372,347.50 USD  
 Estimated Tax: 0.00 USD  


---

 Total: 372,347.50 USD



# Union City Community Schools

430 St. Joseph Street  
Union City, MI 49094

**Spencer Kever**  
Maintenance Director

skever@unioncityschools.org  
Ph: 517.741.3351  
Fax: 517.741.5205

June 23, 2023

Dear Board of Education Member,

Please accept the recommendation of Tyler Brookmyer as the high school night custodian. He will be starting in July.

Sincerely,

Spencer Kever  
Maintenance Director



# Union City Elementary School

**June 26, 2023**

## **Union City Elementary School 98b Goal 2022-23**

### **End of the Year Academic Goal:**

All students (K-4) will improve performance in Math and Reading/ELA from Fall to Winter as measured by NWEA Map Growth assessment. Overall growth will be evaluated for individual students and grade levels. 55% of students (K-4) will meet their projected growth target on the Winter NWEA Map Growth Assessment.

### **June 26, 2023**

Since we are in the process of implementing new Math and ELA Curricular programs I thought it was important to look at a year's worth of data to show how we are progressing towards our goals. Looking at the data from Spring 2022 to Spring 2023 allows us to see a year's worth of instructional time and gives us some insight into how our programs and processes we have built are working.

Using this data, 50% (compared to 40% in Winter) of 1st through 4th grade students met their projected growth goal in math and 45% (compared to 40% in Winter) of 1st through 4th grade students met their projected growth goal in ELA.

Using data from Fall 2022 to Spring 2023 data for kindergarten (since they have not received a year's worth of instructional time), 48% (compared to 36% in Winter) of students met their projected growth goal in math and 56% (compared to 62% in Winter) of students met their projected growth goal in ELA.

Using data from Fall 2022 to Spring 2023, 98% (compared to 91% in winter) of **all** K-4 students improved their performance in Math and 94% (compared to 86% in Winter) of **all** K-4 students improved their performance in ELA as measured by the NWEA Map Growth assessment.

### **Summary:**

Although we fell short of reaching our goals, we are definitely making progress. We have continued our 45 minute intervention block within our ELA curriculum and have added an extra 30 minute "What I Need" (WIN) intervention time at the end of the day that is focused on math. We will continue to expose students to, and practice "NWEA type" questions on student iPads and practice individual student goal setting.

**Non-Academic Goal:**

**Middle and End of the Year Non-Academic Goal:**

In May of 2022 our Tiered Fidelity Inventory score was 85%. By mid-year our score will be 88%. By year's end our score will be 90%. We will focus on the following action steps throughout the 2022-23 school year:

- Work to ensure all staff are familiar with Tier 1 behavior strategies. We will track which Tier 1 behavior strategies are being implemented with success in classrooms.
- Ensure there is common understanding among staff around behavior expectations. We will continue to cover this at staff meetings and offer additional support for staff that needs it.
- We will move to an all digital format and continually model/train staff how to access documents/information.

**June 26, 2023**

Our Tiered Fidelity Inventory score is currently 87%. We are continuing to work on the action steps above.

**“STRIVING FOR EXCELLENCE IN EVERYTHING WE DO”**



# Union City Community Schools

430 St. Joseph Street  
Union City, MI 49094  
jthomas@unioncityschools.org  
Ph: 517.741.5381  
Fax: 517.741.8513

Jamie Thomas  
Principal

## **22-23 UCMS 98b End of Year Goals Memo**

**End-of-Year ELA Goal:** 50% of all students would reach their projected growth target on NWEA *Reading* spring assessment.

**Results:** 60% of all students met their projected growth target in Reading.

**End-of-Year Math Goal:** 52% of all students would reach their projected growth target on NWEA *Mathematics* spring assessment.

**Results:** 56% of all students met their projected growth target in mathematics.

**End-of-Year Non-Academic Goal:** Reduce the number of defiance and disruption referrals by 10%

**Results:** 28% increase in the number of defiance and disruption referrals.

### **Summary:**

The continued implementation of Exact Path restructured academic intervention program, academic probation interventions, and peer tutoring program has in my opinion helped improved student scores from winter to spring. These scores are an improvement from last year's end-of-the-year improvement scores.

Mrs. Simpson is now our combined academic and behavior interventionist. We review NWEA data and grade data from within Panorama to identify students to work with her. Students spend time on the identified subject area that needs additional support as well as time on organization. Students work in small groups focusing on skills they are deficient in as well as supporting skills teachers are currently working on in the classroom. In addition, students who are failing 2 or more classes are identified as students on academic probation. These students are also assigned to Mrs. Simpson and have a peer tutor that works with them twice a week on academic days in advisory.

We continue with the curriculum work started last year to gain vertical alignment throughout the building as well as implementing the new mathematics resource MidSchool Math. We also

**"STRIVING FOR EXCELLENCE IN EVERYTHING WE DO"**



# Union City Community Schools

430 St. Joseph Street  
Union City, MI 49094  
jthomas@unioncityschools.org  
Ph: 517.741.5381  
Fax: 517.741.8513

Jamie Thomas  
Principal

continue to identify the need for consistent aligned resources within reading and social studies.

The PBIS Team meets monthly to review data and fidelity of PBIS expectations. The team has implemented the 5 areas of improvement from last Fall's review – posting of printed expectations within specific areas, recruitment of a parent member, provide staff reminders of where to locate specific materials related to behavior (i.e. Behavior Manual & information for staff binders), and share monthly data reviews with staff.

As a building we met our PBIS monthly Charger Shout Out goals, five out of seven months! Students chose the monthly incentive through voting each month. Incentives range from movies & free time to choice activity rotation day and ice cream sundaes. Goals are set by each advisory with the expectation that each student get at least one Charger Shout Out as the minimum requirement.

Staff were provided a new major/minor flow chart to help identify classroom managed vs. office managed behaviors. In my opinion, I feel this resulted in more behaviors being managed by the classroom teacher (minor) vs. the office (major). In addition, defiance and disruption are two of the most subjective behaviors that can be interpreted in multiple ways.

# ***Union City Community Schools***

***430 St Joseph Street***

***Union City, MI 49094***

***(517) 741-8091, Fax (517) 741-5205***

**TO: Union City Schools School Board**

**FROM: Sara Leson, Business Manager**

**DATE: June 23, 2023**

**SUBJECT: Financial Documents for May 2023**

Preparing the documents and presentation for the budget amendment and new budget is very time consuming. My time has been dedicated to getting that information put together to present to the school board on Monday, June 26. Currently, the financial documents for the month of May 2023 are not finished. I am working on those documents now, but I will not have it ready for the board meeting on Monday.

At the July school board meeting, I will provide the May and June 2023 financial documents. I apologize for my delay and want to ensure you knew the reason the financial documents are not included in the board packet.

If you have any questions or would like to discuss this, please contact me by email, phone or stop in the office anytime.

Thank you,

Sara Leson  
Business Manager

# Superintendent Evaluation



MASB

MICHIGAN ASSOCIATION  
OF SCHOOL BOARDS

**Superintendent Evaluation Amended Fall 2019**

## Introduction

The Revised School Code requires school boards to evaluate their superintendent's job performance annually as part of a comprehensive performance evaluation system that takes into account student growth data and requires certain additional factors. MASB is pleased to provide this superintendent evaluation instrument based on the requirements of the Revised School Code. The instrument provides school districts a straightforward option for superintendent evaluation. It may be used alone or in conjunction with a facilitated evaluation.

## Professional Standards for Educational Leaders

This evaluation instrument is based in part on two bodies of research: *The Professional Standards for Educational Leaders*, which were reviewed and published by the National Policy Board for Educational Administration in 2015 and *School District Leadership that Works: The Effect of Superintendent Leadership on Student Achievement* which was conducted by Mid-continent Research for Education and Learning (McREL) in 2006. For detailed information on the research base, please consult the appendixes of this document.

## Requirements, Process, Timeline and Resources

Elements that are required in the Revised School Code appear in red in the evaluation instrument. Please consult the appendixes of this document for considerable supplementary information and guidance on superintendent evaluation.

## Scoring

MASB recommends scoring on the rubric be limited to whole numbers (i.e., 2, 3, etc.); ratings of half numbers may be used if necessary (i.e., 2.5, 3.5, etc.). Scoring in lesser increments undermine the reliability of the evaluation instrument.

## Training

The Revised School Code requires Board of Education members to receive training on the evaluation instrument to be used for the superintendent beginning in 2016-2017. Training must also be provided to the superintendent regarding the measures used in the evaluation system and how each measure will be used.

## Posting Requirements

Districts must post comprehensive information on their websites in regards to the evaluation instrument being used. For details in regards to the MASB Superintendent Evaluation instrument's posting requirements, please visit [www.masb.org/postingrequirements](http://www.masb.org/postingrequirements).

## Who to Contact

<i>Topic</i>	<i>Contact</i>
Superintendent Evaluation	<a href="mailto:search@masb.org">search@masb.org</a> or 517.327.5928
Training on Superintendent Evaluation	<a href="mailto:leadershipservices@masb.org">leadershipservices@masb.org</a> or 517.327.5904
Legal Questions	<a href="mailto:legal@masb.org">legal@masb.org</a> or 517.327.5929
Facilitated Evaluation	<a href="mailto:leadershipservices@masb.org">leadershipservices@masb.org</a> or 517.327.5904

## Table of Contents

A. Governance & Board Relations	4
B. Community Relations	6
C. Staff Relations	8
D. Business & Finance	10
E. Instructional Leadership	12
F. Determining the Professional Practice Rating	15
G. Other Required Components of Evaluation	16
Student Growth	16
Progress Toward District-Wide Goals	16
H. Compiling the Summative Evaluation Score	17
Appendix A – <i>Research Base</i>	18
Appendix B – <i>Process for Completing Year-End Evaluation for Superintendent</i>	19
Appendix C – <i>Conducting the Formal Evaluation and Conference</i>	20
Appendix D – <i>Considerations Related to the Closed Meeting Exception</i>	21
Appendix E – <i>Possible Timelines for Evaluation of the Superintendent</i>	22
Appendix F – <i>Establishing Performance Goals for the Superintendent</i>	23
Appendix G – <i>Evidence</i>	24
Appendix H – <i>Possible Evidence of Performance</i>	25
Appendix I – <i>Contingencies</i>	27
Appendix J – <i>Student Growth</i>	28
Appendix K – <i>Developing an Individual Development Plan for the Superintendent</i>	29
Appendix L – Training	30
Authors	31

## A. Governance & Board Relations

Weight: 20%

		Ineffective (1 pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
<b>A1</b>	<b>Policy involvement</b> Professional Standards for Educational Leaders: 2, 9	Makes decisions without regard to adopted policy.	Provides correspondence from policy provider with recommendation(s) for adoption. Follows as written.	Is actively involved in the development, recommendation and administration of district policies.	Is proactive in the determination of district needs and policy priorities; has a system in place to ensure timely administration of district policies.	
<b>A2</b>	<b>Goal development</b> Professional Standards for Educational Leaders: 1, 9, 10	Goals are not developed.	Goals are defined by implementing state curriculum and seeking to maximize student scores.	Facilitates the development of short-term goals for the district. Provides the necessary financial strategies to meet those goals.	Has a system in place for establishing, reporting on and monitoring goals. Budget practices help to ensure alignment of resources to goals.	
<b>A3</b>	<b>Information</b> Professional Standards for Educational Leaders: 2, 7, 9	Does not provide the information the board needs to perform its responsibilities.	Keeps only some members informed, making it difficult for the board to perform its responsibilities.	Keeps all board members informed with appropriate information as needed so it may perform its responsibilities.	Has established mutually agreed upon protocols with the board regarding communication. Executes those protocols consistently.	
<b>A4</b>	<b>Materials and background</b> Professional Standards for Educational Leaders: 7, 9	Meeting materials aren't readily available. Members arrive at meetings without enough prior information regarding agenda or background information.	Meeting materials are incomplete, and don't include adequate background information or historical perspective.	Materials are provided. Background and historical perspective are included. Recommendations are included.	Meeting materials are comprehensive with all adequate background information and previous action included. Recommendations are well thought out.	
<b>A5</b>	<b>Board questions</b> Professional Standards for Educational Leaders: 2, 7, 9	Board questions aren't answered fully nor in a timely manner.	Most board questions are answered. All members aren't apprised of all relevant questions/answers.	Board questions are addressed with follow-up to all board members.	Has a system in place for receiving and responding to board member questions in a timely and thorough manner.	
<b>A6</b>	<b>Board development</b> Professional Standards for Educational Leaders: 6	Doesn't promote and does not budget for board development.	When prompted, provides members with information about board development.	Provides all board members with information regarding board development opportunities when they arise and budgets for board development.	Actively encourages board development by seeking and communicating opportunities. Ensures funding is aligned to board development plan.	
<b>Category rating:</b>						<b>#DIV/0!</b>
<p><b>Artifacts that <u>may</u> serve as evidence of performance in this domain:</b></p> <ul style="list-style-type: none"> <li>• Meeting agendas/minutes</li> <li>• Board packets</li> <li>• Board development materials</li> <li>• Memos/communications</li> <li>• Board policies/policy book</li> <li>• Retreat agendas/minutes</li> <li>• Board development plan</li> <li>• Communication protocols</li> <li>• Policy review calendar</li> </ul>						

**A. Governance & Board Relations – continued**

**Weight: 20%**

If a performance goal has been established related to one of the performance indicators above, write it below:

<b>Performance Indicator:</b>	<b>Goal:</b>
<b>Evidence:</b>	

Category rating should be reflected within the performance indicator.

<b>Comments by Board of Education:</b>	<b>Comments by the Superintendent:</b>

## B. Community Relations

Weight: 15%

		Ineffective (1 pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
<b>B1</b>	<b>Parent feedback</b> Professional Standards for Educational Leaders: 1, 8	Doesn't accept input from or engage parents.	Accepts suggestions and input from parents but fails to seek it. Does not engage parents in decision-making or district-wide goal setting.	Readily accepts parent input and engages parents in district-wide goal setting and decision-making.	Actively seeks parental input, creates methods for parents to be actively involved in decision-making as well as setting and supporting district-wide goals.	
<b>B2</b>	<b>Communication with community</b> Professional Standards for Educational Leaders: 1, 8	Isn't readily available for parents, businesses, governmental and civic groups. Avoids direct communication unless absolutely necessary.	Is available for parents, businesses, governmental and civic groups, providing them with information, but doesn't seek their input. Is not proactive.	Actively seeks two-way communication with the community as appropriate.	Develops and ensures implementation of a community communication plan that fosters positive relations.	
<b>B3</b>	<b>Community feedback</b> Professional Standards for Educational Leaders: 1, 8	Doesn't accept input or engage community.	Accepts suggestions and input from community but fails to seek it. Does not engage community in decision-making or district-wide goal setting.	Readily accepts community input and engages community in district-wide goal setting and decision-making.	Actively seeks community input, creates methods for community to be actively involved in decision-making as well as setting and supporting district-wide goals.	
<b>B4</b>	<b>Media relations</b> Professional Standards for Educational Leaders: 1, 8	Communicates with the media only when requested.	Isn't proactive, but is cooperative with the media when contacted.	Promotes positive relations and provides the media with district event information.	Initiates and establishes a system for actively engaging the media to promote the district and provide timely and effective information.	
<b>B5</b>	<b>District image</b> Professional Standards for Educational Leaders: 1, 8	Is indifferent or negative about the district. Does not speak well or represent the district well in front of groups.	Doesn't actively promote the district. Speaks adequately in public.	Projects a positive image of the district as expected. Well spoken.	Projects a positive image at all times; is a champion for the district. Articulate, knowledgeable and well-spoken.	
<b>B6</b>	<b>Approachability</b> Professional Standards for Educational Leaders: 1, 8	Is neither visible nor approachable by members of the community.	Is not consistently visible at events or in the community. Is not consistently approachable by members of the community.	Is consistently visible at events and approachable by members of the community.	Is consistently visible at a variety of events and has developed methods of being approachable to members of the community.	
<b>Category rating:</b>						<b>#DIV/0!</b>
<b>Artifacts that <u>may</u> serve as evidence of performance in this domain:</b> <ul style="list-style-type: none"> <li>• Third party survey data</li> <li>• School accreditation survey data</li> <li>• Meeting invitations, agendas</li> <li>• Press releases</li> <li>• Community meeting agendas</li> <li>• News clips/interviews</li> <li>• Community engagement calendar</li> <li>• Strategic planning agenda(s)</li> <li>• Communications</li> <li>• Service club membership(s)</li> </ul>						

**B. Community Relations – continued**

**Weight: 15%**

If a performance goal has been established related to one of the performance indicators above, write it below:

<b>Performance Indicator:</b>	<b>Goal:</b>
<b>Evidence:</b>	

Category rating should be reflected within the performance indicator.

<b>Comments by Board of Education:</b>	<b>Comments by the Superintendent:</b>

**C. Staff Relations**

**Weight: 15%**

		Ineffective (1 pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
<b>C1</b>	<b>Staff feedback</b> (Teacher feedback is a required component.) Professional Standards for Educational Leaders: 6, 7	Doesn't accept input or engage teachers and staff in decision-making or goal setting.	Accepts suggestions and input from staff but does not seek it. Does not engage staff in district-wide goal setting or decision-making.	Readily accepts staff input and engages staff in district-wide goal setting and/or decision-making.	Actively seeks staff input and creates methods for staff to be actively involved in decision-making as well as developing and supporting district-wide goals.	
<b>C2</b>	<b>Staff communications</b> Professional Standards for Educational Leaders: 2, 7, 9	Doesn't inform staff of matters that may be of concern.	Is inconsistent in keeping staff informed of important matters.	Consistently keeps staff informed of important matters.	Develops and ensures implementation of a staff communication plan that fosters positive relations and keeps staff informed of important matters.	
<b>C3</b>	<b>Personnel matters</b> Professional Standards for Educational Leaders: 9	Personnel matters are not handled in a consistent manner. Some situations may be handled with bias.	Many personnel matters are handled, but not always in a consistent manner.	Personnel matters are handled with consistency, fairness, discretion, and impartiality.	A system is in place for handling personnel matters that is proactive, consistent, fair, discrete, and impartial. Personnel procedures are regularly reviewed, communicated to staff, and updated as needed.	
<b>C4</b>	<b>Delegation of duties</b> Professional Standards for Educational Leaders: 9, 10	Doesn't delegate duties. Maintains too much personal control over all district operations.	Delegates duties as staff members request additional responsibilities.	Delegates responsibility to staff within their abilities and then provides support to ensure their success.	Delegates responsibility to staff that will foster professional growth, leadership and decision-making skills.	
<b>C5</b>	<b>Recruitment</b> Professional Standards for Educational Leaders: 6	There is no formal or informal recruitment process and/or hiring is considered in an arbitrary manner.	An informal recruitment and hiring process is in place, but is not used consistently.	A formal recruitment and hiring process is followed for hiring opportunities.	A formal recruitment and hiring process is followed for each hiring opportunity. Actively recruits the best staff available and encourages their application to the district.	
<b>C6</b>	<b>Labor relations (Bargaining)</b> Professional Standards for Educational Leaders: 9	Is unable to work with union leadership, doesn't work to improve relations.	Is inconsistent in working with union leadership in regard to bargaining and labor relations.	Consistently strives to work with union leadership. Shares appropriate information and effectively manages the dynamics of the relationship.	Proactively works with union leadership to build relationships with staff groups and establishes trust and effective sharing of information in the bargaining process as appropriate.	

**C. Staff Relations – continued**

**Weight: 15%**

		Ineffective (1 pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
C7	<b>Visibility in district</b> Professional Standards for Educational Leaders: 3, 4, 5, 6	Seldom visits buildings.	Is occasionally present at building programs and special activities.	Consistently visits buildings/classrooms and special activities.	Conducts regular and purposeful visits to buildings and classrooms. Consistently attends special activities.	
<b>Category rating:</b>						<b>#DIV/0!</b>
<b>Artifacts that <u>may</u> serve as evidence of performance in this domain:</b> <ul style="list-style-type: none"> <li>• Third-party survey data   • School accreditation survey data   • Hiring process documentation   • Personnel policies and procedures   • Recruitment calendar</li> <li>• Staff leadership development plan   • Negotiations documentation   • School visit calendar   • Communications   • Staff meeting agendas/minutes</li> </ul>						

If a performance goal has been established related to one of the performance indicators above, write it below:

<b>Performance Indicator:</b>	<b>Goal:</b>
<b>Evidence:</b>	

Category rating should be reflected within the performance indicator.

<b>Comments by Board of Education:</b>	<b>Comments by the Superintendent:</b>

**D. Business & Finance**

**Weight: 20%**

		<b>Ineffective (1 pt)</b>	<b>Minimally Effective (2 pt)</b>	<b>Effective (3 pt)</b>	<b>Highly Effective (4 pt)</b>	<b>Rating</b>
<b>D1</b>	<b>Budget development and management</b> Professional Standards for Educational Leaders: 1, 2, 9	Budget knowledge is limited. The budget is developed and managed without taking into consideration current needs of the district.	Works to develop and manage the budget to meet the immediate fiscal issues. Decisions are primarily reactive to current needs of the district.	Budget actions are proactive and consider the most current information and data. A balance is sought to meet the needs of students and remain fiscally responsible to the community.	Budget actions are proactive and consider both current and long-range information and data. A balance is sought to meet the current and future needs of students and remain fiscally responsible to the community.	
<b>D2</b>	<b>Budget reports</b> Professional Standards for Educational Leaders: 1, 2, 9	Doesn't report financial information to the board except with the annual audit.	Reports the status of financial accounts as requested by the board.	Reports to the board concerning the budget and financial status on a regular basis (monthly, quarterly, etc., as agreed upon by governance team).	Has a system in place for the monitoring and reporting of all budgetary and financial information to the board. Information provided is adequate and timely, and outlines potential ramifications of any changes.	
<b>D3</b>	<b>Financial controls</b> Professional Standards for Educational Leaders: 2, 9	Annual audit has revealed areas that are in need of improvement. Financial accounts aren't in order.	Annual audit is used to reveal any discrepancies. Internal controls are inconsistent.	Is up-to-date with GAAP and state accounting procedures. Maintains internal controls.	Promotes appropriate financial controls, including third-party audits and reconciliation of accounts. Is proactive.	
<b>D4</b>	<b>Facility management</b> Professional Standards for Educational Leaders: 5, 9	A facilities management plan is not created. Maintenance is only performed when absolutely needed.	Facilities needs are discussed internally, but a plan is not created. Issues are addressed on an as-needed basis.	A facilities management plan is in place that includes the current status of the buildings and the need to improve any facilities in the future.	Facilities management plan in place includes current status of buildings and the need to improve facilities in the future, with a projected plan to secure funding.	
<b>D5</b>	<b>Resource allocation</b> Professional Standards for Educational Leaders: 1, 9	Resources are allocated inconsistently and without consideration of district needs.	Resources are allocated to meet immediate needs.	Resources are distributed consistently based upon district goals/needs and seek to meet immediate objectives.	Resources are distributed consistently based upon district goals/needs and seek to meet both immediate and long-range objectives.	
<b>Category rating:</b>						<b>#DIV/0!</b>
<b>Artifacts that <u>may</u> serve as evidence of performance in this domain:</b> <ul style="list-style-type: none"> <li>• Strategic plan</li> <li>• Election results that impact funding or facilities</li> <li>• Policies/procedures related to fund management</li> <li>• Auditor's report</li> <li>• Evidence of budgetary alignment to district-wide goals</li> <li>• Long-term financial forecast data</li> <li>• District budget</li> <li>• Budget-related communications</li> <li>• Grants received/applied for</li> <li>• Facilities maintenance plan</li> <li>• Facilities management plan</li> </ul>						

**D. Business & Finance – continued**

**Weight: 20%**

If a performance goal has been established related to one of the performance indicators above, write it below:

<b>Performance Indicator:</b>	<b>Goal:</b>
<b>Evidence:</b>	

Category rating should be reflected within the performance indicator.

<b>Comments by Board of Education:</b>	<b>Comments by the Superintendent:</b>

## E. Instructional Leadership

Weight: 30%

		Ineffective (1 pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
E1	<b>Performance evaluation system</b> Professional Standards for Educational Leaders: 6, 9, 10	No performance evaluation system is in place and/or not all evaluations have been completed as required.	Most performance evaluations are completed in a timely manner and are in compliance with state law.	All required performance evaluations are completed in a timely manner and are in compliance with state law. Individual Development Plans are provided to staff rated as less than effective.	Performance evaluation system has been established that is in compliance with state law, provides opportunities for growth to instructional staff, and is applied consistently across the district with consistent results.	
E2	<b>Building-Level Leadership</b> Professional Standards for Educational Leaders: 4, 6, 7	No effort is made to foster autonomy at school buildings. Expectations regarding learning and instruction have not been identified.	Little effort is made to foster autonomy at school buildings. Expectations regarding learning and instruction are vague or unclear.	Efforts are made to foster autonomy at all school buildings but may not be consistent or aligned to district objectives. Goals for learning and instruction are not prioritized.	Principals are provided defined autonomy consistently with accountability. Clear, non-negotiable goals for learning and instruction have been established that provide school leadership teams with the responsibility and authority for determining how to meet those goals.	
E3	<b>Staff development</b> Professional Standards for Educational Leaders: 6, 10	Staff development isn't consistently provided. Staff members are responsible for their own improvement.	Staff development programs are offered based upon available opportunities.	Staff development programs are offered based upon available opportunities that are targeted toward staff growth and increasing student achievement.	Staff development programs are individualized, targeted toward district-specific goals and are sustained to increase student achievement.	
E4	<b>School Improvement</b> Professional Standards for Educational Leaders: 6, 9, 10	School improvement efforts are limited. There is no comprehensive plan in place.	School improvement plans are in place at the building level but lack district-wide coordination.	School improvement plans are in place at all buildings and align to the district-wide goals.	School improvement plans are in place at all buildings and align to the district-wide goals. Systems are in place for implementation of improvement efforts and monitoring of progress.	
E5	<b>Curriculum</b> Professional Standards for Educational Leaders: 4, 7	Curriculum isn't a priority in the district and/or is inconsistent across grade levels.	Teachers are allowed to define their own curriculum. There is little coordination.	A curriculum is in place that seeks to meet the state standards.	Curriculum is in place, aligned across grade levels and in compliance with state standards.	
E6	<b>Instruction</b> Professional Standards for Educational Leaders: 4, 6, 7	There is little to no focus on instruction. Technology is not utilized in classroom instruction.	Teachers are encouraged to enhance their instructional skills and embrace technology, but no comprehensive program(s) is in place.	Effort is made to accommodate diverse learning styles, needs and levels of readiness. Some effort is made to incorporate technology into learning.	Instructional practices in place that are differentiated and personalized to student needs. Technology is used to enhance teaching and learning.	
E7	<b>Student feedback</b> Professional Standards for Educational Leaders: 3, 5	Doesn't accept input or seek student feedback.	Accepts suggestions and input from students but does not seek it.	Readily accepts student input and engages students in district-wide goal development and/or decision-making.	Actively seeks student input, creates methods for students to be actively involved in development of district-wide goals as well as decision-making.	

## E. Instructional Leadership - continued

Weight: 30%

		Ineffective (1 pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
<b>E8</b>	<b>Student attendance</b> Professional Standards for Educational Leaders: 5	Attendance isn't addressed as a policy issue. Attendance rates are decreasing.	Attendance isn't an area of focus; and therefore, student attendance is a matter left to itself. Attendance rates fluctuate at will.	Attendance is an area of focus. There are plans and interventions in place to address chronic attendance problems. Attendance rates are improving or at a high level.	Attendance is an area of focus. Individual student attendance problems are addressed early and supports are put into place. Attendance rates are being maintained at a high level.	
<b>E9</b>	<b>Support for Students</b> Professional Standards for Educational Leaders: 3, 5	Academic supports are in place, but are inconsistent.	Academic supports are in place but social supports to meet the needs of students are lacking.	Programs and activities are available for students. Coordination and alignment can be improved.	Coherent systems of academic and social supports are in place to meet the needs of all students. Maintains a safe, caring and healthy learning environment.	
<b>E10</b>	<b>Professional knowledge</b> Professional Standards for Educational Leaders: 1, 4, 6	Is uninvolved in current instructional programs. Is unaware of current instructional issues. Does not hold appropriate superintendent certification and is not enrolled in appropriate certification program.	Is somewhat knowledgeable of current instructional programs. Relies on others for information/data. Does not hold appropriate superintendent certification but is currently enrolled in appropriate certification program.	Demonstrates knowledge of current instructional programs, and is able to discuss them. Seeks to learn and improve upon personal and professional abilities. Holds and maintains appropriate superintendent certification.	Demonstrates knowledge of and comfort explaining current instructional programs. Participates actively in professional groups and organizations for the benefit of the district and personal, professional growth. Holds and maintains appropriate superintendent certification.	
<b>Category rating:</b>						<b>#DIV/0!</b>

### Artifacts that may serve as evidence of performance in this domain:

- Staff evaluation calendar    • District performance evaluation system    • Superintendent professional growth plan    • Curriculum    • RtI/MTSS
- Superintendent professional development    • Teacher analysis of student achievement data    • Curriculum audit    • Strategic plan/district-wide goals
- Staff development plan    • Professional development calendar    • Instructional model(s)    • Curriculum team agendas    • Instructional audit
- Coaching documentation    • Observational data from staff    • Documentation of instructional rounds    • Positive behavior supports/character programs

If a performance goal has been established related to one of the performance indicators above, write it below:

<b>Performance Indicator:</b>	<b>Goal:</b>
<b>Evidence:</b>	

Category rating should be reflected within the performance indicator.

--

<b>Comments by Board of Education:</b>	<b>Comments by the Superintendent:</b>
--	--

--	--

## F. Determining the Professional Practice Rating

Superintendent name:

School year:

Item	Weight of Category	Category Score (%)	Category Weighted Score
A. Governance & Board Relations	20% (.2)	#DIV/0! x 20%	= #DIV/0!
B. Community Relations	15% (.15)	#DIV/0! x 15%	= #DIV/0!
C. Staff Relations	15% (.15)	#DIV/0! x 15%	= #DIV/0!
D. Business & Finance	20% (.2)	#DIV/0! x 20%	= #DIV/0!
E. Instructional Leadership	30% (.3)	#DIV/0! x 30%	= #DIV/0!
<b>Total Possible</b>	100%	<b>Score:</b>	#DIV/0!
		<b>Adjusted (Score / 4) =</b>	#DIV/0!

## G. Other Required Components of Evaluation

Superintendent name:

School year:

### Student Growth

**Weight: 40%**

Student growth and assessment data used for superintendent evaluation must be the combined student growth and assessment data used in annual evaluation for the entire district. Districts should establish a student growth model to be used for teacher and administrator evaluations that incorporates the most recent three consecutive years of student growth data. NOTE: Beginning in 2018-19 and moving forward, 50% of student growth must be based on state assessment data (from subject areas and grades administered).

		Ineffective (1pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
		Fewer than 60% of students met growth targets	60-74% of students met growth targets	75-89% of students met growth targets	90% or more students met growth targets	
	<b>Growth:</b>					
	<b>Evidence:</b>	District Growth Model				
						<b>Component score:</b>

\* For superintendents who are *regularly involved in instruction*, 25% of the annual evaluation must be based on student growth and assessment data.

<sup>1</sup> Measuring student growth: A guide to informed decision making, Center for Public Education.

### Progress Toward District-Wide Goals

**Weight: 10%**

Progress made by the school district in meeting the goals set forth in the school district's school improvement plans is a required component for superintendent evaluation.

		Ineffective (1pt)	Minimally Effective (2 pt)	Effective (3 pt)	Highly Effective (4 pt)	Rating
		Progress was made on fewer than 60% of goals	Progress was made on 60-74% of goals	Progress was made on 75-89% of goals	Progress was made on 90% or more of goals	
	<b>Progress:</b>					
	<b>Evidence:</b>	As indicated in District-Wide Improvement Plan				
						<b>Component score:</b>

## H. Compiling the Summative Evaluation Score

Component	Weight of Component	Component Score (%)	Component Weighted Score
Professional Practice (Adjusted score, p. 14)	50% (.50)	#DIV/0! x 50%	= #DIV/0!
Student Growth (Component score, p. 15)	40% (.40)	x 40%	= #VALUE!
Progress Toward District-Wide Goals (Component score, p. 15)	10% (.10)	x 10%	= #VALUE!
<b>Total Possible</b>	100%	<b>Total Score:</b>	#DIV/0!
		<b>Total Score / 4 =</b>	#DIV/0!

**Evaluation rating as follows:** 90% - 100% = Highly Effective; 75% - 89% = Effective; 60% - 74% = Minimally Effective; Less than 60% = Ineffective

Comments by Board of Education:

Comments by the Superintendent:

--	--

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Superintendent's signature indicates that he or she has seen and discussed the evaluation; it does not necessarily denote agreement with the evaluation.)

## **Appendix A – Research Base**

National Policy Board for Educational Administration (2015). Professional Standards for Educational Leaders 2015. Reston, VA: Author.

The 2015 Standards are the result of an extensive process that took an in-depth look at the new education leadership landscape. It involved a thorough review of empirical research (see the Bibliography for a selection of supporting sources) and sought the input of researchers and more than 1,000 school and district leaders through surveys and focus groups to identify gaps among the 2008 Standards, the day-to-day work of education leaders and leadership demands of the future. The National Association of Elementary School Principals, National Association of Secondary School Principals and American Association of School Administrators were instrumental to this work. The public was also invited to comment on two drafts of the Standards, which contributed to the final product. The National Policy Board for Educational Administration, a consortium of professional organizations committed to advancing school leadership (including those named above), has assumed leadership of the 2015 Standards in recognition of their significance to the profession and will be their steward going forward.

Mid-continent Research for Education and Learning (2006). School District Leadership that Works: The Effect of Superintendent Leadership on Student Achievement. Denver, CO: Author.

To determine the influence of district superintendents on student achievement and the characteristics of effective superintendents, McREL, a Denver-based education research organization, conducted a meta-analysis of research—a sophisticated research technique that combines data from separate studies into a single sample of research—on the influence of school district leaders on student performance. This study is the latest in a series of meta-analyses that McREL has conducted over the past several years to determine the characteristics of effective schools, leaders and teachers. This most recent meta-analysis examines findings from 27 studies conducted since 1970 that used rigorous, quantitative methods to study the influence of school district leaders on student achievement. Altogether, these studies involved 2,817 districts and the achievement scores of 3.4 million students, resulting in what McREL researchers believe to be the largest-ever quantitative examination of research on superintendents.

## **Appendix B – Process for Completing Year-End Evaluation for Superintendent**

**Planning:** At the beginning of the year in which the evaluation is to occur, the Board of Education and superintendent convene a meeting in public and agree upon the following items:

- Evaluation instrument
- Evaluation timeline and key dates
- Performance goals (if necessary beyond performance indicators outlined in rubric, district-wide improvement goals and student growth model)
- Appropriate benchmarks and checkpoints (formal and informal) throughout year
- Artifacts to be used to evidence superintendent performance
- Process for compiling the year-end evaluation
- Process and individual(s) responsible for conducting the evaluation conference with the superintendent
- Process and individual(s) responsible for establishing a performance improvement plan for the superintendent, if needed
- Process and individual(s) responsible for sharing the evaluation results with the community

**Checkpoints:** The Board of Education and superintendent meet at key points in the evaluation year as follows:

- **Three months in – Informal update** – Superintendent provides written update to the board. Board president shares with the superintendent any specific concerns/questions from the board.
- **Six months in – Formal update** – Superintendent provides update on progress along with available evidence prior to convening a meeting in public. Board president collects questions from the board and provides to superintendent prior to meeting. Board and superintendent discuss progress and make adjustments to course or goals, if needed.
- **Nine months in – Informal update** – Superintendent provides written update to the board. Board president shares with the superintendent any specific concerns/questions from the board.
- **11-12 months in – Formal evaluation** – Superintendent conducts self-evaluation; presents portfolio with evidence to Board of Education (made available prior to meeting). Board members review portfolio prior to evaluation meeting; seek clarification as needed. Board president (or consultant) facilitates evaluation. Formal evaluation is adopted by Board of Education.

## ***Appendix C – Conducting the Formal Evaluation & Conference***

### *Prior to meeting:*

- 1) Superintendent prepares self-evaluation, compiles evidence and provides to Board of Education.
- 2) Board members seek clarity, as needed, regarding self-evaluation or evidence provided.
- 3) Board of Education members receive blank evaluation instrument and make individual notes about their observations.

### *During meeting:*

- 4) Superintendent presents self-evaluation and evidence. Superintendent remains present throughout the meeting.
- 5) Board president reviews with Board of Education superintendent's self-evaluation and evidence provided for each domain and facilitates conversation about performance.
- 6) Score is assigned for each performance indicator via consensus of the Board of Education.
- 7) Upon completion of all performance indicators within all domains, board president calculates overall professional practice score and identifies the correlating rating.
- 8) Board president reviews with Board of Education evidence provided related to progress toward district-wide goals.
- 9) Score is assigned for progress toward district-wide goals via consensus of Board of Education.
- 10) Board president reviews with Board of Education evidence provided related to district's student growth model.
- 11) Score is assigned for student growth via consensus of Board of Education.
- 12) Board president calculates overall evaluation score based on professional practice, progress toward district-wide improvement goals and student growth ratings.
- 13) Board president makes note of themes/trends identified by the Board of Education during the evaluation.
- 14) Board president calls for vote to adopt completed year-end evaluation for superintendent.
- 15) Superintendent notes his/her comments on evaluation.
- 16) Board president and superintendent sign completed evaluation form.

## Appendix D – Considerations Related to the Closed

Boards of Education may go into closed session for certain aspects of the superintendent’s evaluation but ONLY at the request of the superintendent. A superintendent who has requested a closed session may rescind the request at any time. The following table identifies which aspects of the process need to be in open and closed session:

### OPEN PHASE

Scheduling the evaluation  
Choosing and modifying the evaluation instrument  
Establishing performance goals or expectations  
Determining process for the evaluation  
Voting to go into closed session

### CLOSED PHASE \*\*\*only if requested by employee\*\*\*

Discuss & deliberate about the evaluation

### OPEN PHASE

Adoption of the evaluation  
Related board actions and discussions

### Consensus That Involves a Closed Session

1. Superintendent requests a Closed Session for the purpose of his/her evaluation.
2. Board of Education votes to go into closed session.
3. Board of Education moves into closed session: the superintendent remains present throughout the session unless he/she chooses to excuse him/herself.
4. Board president reviews with the Board of Education the superintendent’s self-evaluation and evidence provided for each domain and facilitates a conversation about performance. A consensus of the Board of Education is identified for each domain score.
5. Board president reviews with Board of Education evidence provided related to progress towards district-wide goals. A consensus of the Board of Education is identified for progress towards district-wide goals via consensus of Board of Education.
6. Board president reviews with Board of Education evidence provided related to district’s student growth model. A consensus of the Board of Education is identified for student growth.
7. Upon completion of all areas, the board president calculates the overall score and identifies the correlating rating.
8. Board president makes a note of themes that were identified by the Board of Education during the evaluation.
- 9. Board of Education comes out of Closed Session and returns to an Open Meeting.**
10. Board president reads aloud:
  - The consensus score/rating identified for each performance indicator and the calculated domain scores
  - The score/rating for progress towards district-wide goals
  - The score/rating for student growth
  - And then the overall rating earned by the superintendent. (This may occur at a subsequent meeting.)
11. Board president calls for a vote to adopt the completed year-end evaluation for the superintendent.
12. Superintendent notes his/her comments on the evaluation.
13. Board president and superintendent sign the completed evaluation form.
14. Board president works with the superintendent to coordinate public statement about the superintendent’s performance.

*The completed evaluation form reflects the Board of Education’s assessment of the superintendent’s performance and is subject to FOIA.*

*The forms used by individual board members for notes are not subject to FOIA providing they are not calculated into an average score.*

## Appendix E – Possible Timelines for Evaluation of the Superintendent

Key dates and deliverables for superintendent evaluation should be mutually agreed upon by the Board of Education and the superintendent at the *beginning* of the evaluation cycle. Timeline scenarios and key benchmark descriptions are provided below.

Jan. - Dec.		July - June		April - March	
Activity	Month	Activity	Month	Activity	Month
Tool, process, timeline and goals mutually established	January	Tool, process, timeline and goals mutually established	July	Tool, process, timeline and goals mutually established	May
Informal update	April	Informal update	October	Informal update	August
Formal discussion and check-in on progress towards goals	June	Formal discussion and check-in on progress towards goals	December	Formal discussion and check-in on progress towards goals	October
Informal update	August	Informal update	February	Informal update	December
Annual evaluation	November	Annual evaluation	May	Annual evaluation	March
<b>Advantage:</b> Aligns with election cycle. Board members who establish goals are likely the same board members evaluating performance.		<b>Advantage:</b> Aligns with the school year. Is compatible with natural flow of the school year as well as hiring cycle for most superintendents.		<b>Advantage:</b> Aligns with contract renewal cycle in many cases. Boards of Education must provide superintendents 90 days' notice in the event of nonrenewal of contract.	

<p><b>Beginning of cycle:</b> Board of Education and superintendent mutually agree upon:</p> <ul style="list-style-type: none"> <li>• System (tool) to be used</li> <li>• Timeline and key dates</li> <li>• Goals, benchmarks and evidence</li> <li>• How evaluation will be compiled</li> <li>• How evaluation will be shared with superintendent</li> <li>• How evaluation will be shared with the community</li> </ul>	<p><b>Informal update:</b></p> <ul style="list-style-type: none"> <li>• Board president shares any specific questions/concerns from board members</li> <li>• Superintendent provides a written update to the board on goals, expectations and indicators of success</li> <li>• Board offers input on status/progress to-date</li> </ul>	<p><b>Mid-cycle formal update:</b></p> <ul style="list-style-type: none"> <li>• Board president provides questions from the board prior to meeting</li> <li>• Superintendent provides update on progress with available evidence</li> <li>• Board seeks clarification if needed</li> <li>• Discussion on progress and growth</li> <li>• Adjustments to course or goals are discussed</li> </ul>	<p><b>Annual evaluation:</b></p> <ul style="list-style-type: none"> <li>• Superintendent performs self-evaluation; presents portfolio with evidence to Board of Education</li> <li>• Board members review portfolio prior to evaluation, seek clarification as needed</li> <li>• Board president or consultant facilitate evaluation</li> <li>• Formal evaluation is presented to and adopted by Board of Education</li> <li>• Board president and superintendent coordinate public statement regarding superintendent performance</li> </ul>
---	---	---	---

## Appendix F – Establishing Performance Goals for the Superintendent

The MASB Amended Spring 2019 Superintendent Evaluation instrument provides a framework for evaluating the superintendent in critical areas of professional practice as well as the state-required components of student growth and progress towards district-wide goals. Additional performance goals should be established in exceptional circumstances to clarify the board’s expectations and give priority to the work being done. For this reason, performance goals should be limited in number, aligned to district goals and assist in clarifying accountability.

Superintendent performance goals may be developed from:

- A specific district goal
- A job performance indicator within an evaluation instrument
- Student performance data

When establishing performance goals, the following guidelines should be considered:

- Involve all board members and superintendent
- Decide on desired results
- Develop performance indicators
- Identify supporting documentation (evidence)
- Review and approve final performance goals, indicators and evidence
- Monitor progress at scheduled checkpoints

### Performance Goal Fundamentals

Performance goals should be S-M-A-R-T:

Specific – Goals should be simplistically written and clearly define what is expected.

Measurable – Goals should be measurable and their attainment evidenced in some tangible way.

Achievable – Goals should be achievable given the circumstances and resources at hand.

Results-focused – Goals should measure outcomes not activities.

Time-related – Goals should be linked to a specific timeframe.



### Process for Goal Development

1. Identify the district goal/priority/indicator/student performance data the superintendent’s goal is intended to support
2. Ask the superintendent:
  - a. What will we see next year toward the accomplishment of this that we don’t see now?
  - b. What measure will we use to know that the difference represents meaningful progress?
3. Allow superintendent time to craft a response
4. Once agreed upon, board and superintendent develop SMART goal statements

## **Appendix G – Evidence**

Validity, reliability and efficacy of the MASB Amended Fall 2019 Superintendent Evaluation instrument relies upon board members using evidence to score superintendent

- Artifacts to serve as evidence of superintendent performance should be identified at the beginning of the evaluation cycle and mutually agreed upon by the Board of Education and the superintendent.
- Artifacts should be limited to only what is needed to inform scoring superintendent performance. Excessive artifacts cloud the evaluation process and waste precious time and resources.
- Boards of Education and superintendents should establish when artifacts are to be provided, i.e., as they originate, at designated checkpoints, during self-evaluation, etc.

A list of possible artifacts that may be used as evidence is provided at the end of each professional practice domain rubric. See the appendixes of this document for additional artifacts that may serve as evidence of performance.

## Appendix H – Possible Evidence of Performance

Evidence helps to demonstrate performance of the superintendent and remove guess work and subjectivity from evaluation. The following artifacts may be used as evidence of performance. The list is not comprehensive.

- 1 Administrative “calendar” – critical dates calendar (RE: due dates, etc.) and board presentation cycle/annual reports
- 2 Administrative team book study (agendas and minutes)
- 3 Administrative team meeting agendas
- 4 Affirmative action plan
- 5 Agendas and/or minutes from community planning meetings, including key communicators meetings
- 6 Auditor’s report
- 7 Background checks verification
- 8 Board and administrative goals
- 9 Board meeting agendas
- 10 Board policy and administrative policy enforcement that’s reflective of a “new” vision with supporting materials
- 11 Bullying/harassment programs
- 12 Character education program data
- 13 Civic group presentations
- 14 Collaboration/sharing incentives/opportunities for efficiency/effective learning (documentation)
- 15 Collaborative partners (documentation)
- 16 Collaborative sharing of programs, etc. (agendas and minutes)
- 17 Common teacher instructional planning time
- 18 Communication “vehicles” that make the school vision visible to stakeholders including using technology
- 19 Communications with parents
- 20 Community survey
- 21 Comprehensive School Improvement Plan
- 22 Customer satisfaction indices
- 23 Curriculum team meeting agendas
- 24 Curriculum and instructional audit
- 25 Data on outreach programs
- 26 Department of Education site visit summative report
- 27 Dynamic Indicators of Basic Early Literacy Skills (DIBELS) Data
- 28 Development of wikis, blogs, etc., to collect feedback on specific issues in the district
- 29 District Budget
- 30 District-wide School Improvement Plan
- 31 Distribution of research to administrative team and teachers
- 32 Diversity training/awareness plan
- 33 Documentation of coaching for instruction, curriculum or assessment
- 34 Documentation of coaching and evaluation of principals
- 35 Economic vision (participation with community development groups)
- 36 Election results that impact tax levies
- 37 Emergency/Crisis Plans
- 38 Employee handbooks
- 39 Enrollment plans
- 40 Equity district-wide program results
- 41 Evidence of annual review of district’s mission statement and alignment to practice
- 42 Evidence of implementation of formal project management techniques
- 43 Evidence of relationship building (notes, cards, emails, etc.)
- 44 Evidence of teachers examining student achievement data
- 45 Feedback from a wide variety of stakeholders about performance as the superintendent
- 46 Formal and informal community partnership agreements and plans
- 47 Formative assessments to inform instruction
- 48 Grants received/applied for – alignment to goals of the district; sustainability
- 49 Growth goals for administrators
- 50 Hiring process (guidelines, procedures, schedules)
- 51 House calls – contact with parents and partners (documentation)
- 52 Induction plan of board members for understanding of school finance (confidence of board members’ understanding)
- 53 Involvement with “school safety” organizations (documentation)
- 54 Instructional model
- 55 Instruction-related professional development/growth plans
- 56 iPod audible book study
- 57 Job-embedded PD on instruction

58 Leadership library (documentation)  
59 Level of volunteerism (documentation)  
60 Linkage of Professional Development Model to student achievement goals (documentation)  
61 Log of school visits and conversations with staff (includes emails)  
62 Log of school visits and presentations  
63 Meaningful interpretive reports of student achievement data delivered in lay language  
64 Media – Newsletter/paper articles/Web site  
65 Meeting logs of times with administrative staff/support staff  
66 Membership and service to service clubs (documentation)  
67 Michigan Student Test of Educational Progress Data  
68 Michigan Top-to-Bottom School Rankings  
69 Minutes of the School Improvement Advisory Committee meetings  
70 Monthly calendars  
71 National Assessment of Educational Progress Data  
72 Needs assessments/satisfaction surveys/focus groups  
73 Notes from state officials

74 Number of visits to Web site  
75 Observational data from board, staff, etc.  
76 Open houses (documentation)  
77 Opening day PowerPoint-type presentation  
78 Parenting classes - numbers  
79 Parent-teacher conference numbers  
80 Participation in social/fraternal organizations (documentation)  
81 Participation in youth-oriented organizations (documentation)  
82 Participation on state, regional, national initiatives (documentation)  
83 PBS – Positive Behavior Supports – control/theory/SAFE/Olweus/CHAMPS implementation plans  
84 Podcasts/video communicating district vision and accomplishments  
85 Policies/procedures for management of funds  
86 Preschool – community partnership plans  
87 Presentations to groups, including teachers (shareholders/stakeholders)  
88 Professional Development Plan  
89 Program evaluation and process result  
90 Reflective journals

91 Record of solicitation of feedback  
92 Reports and celebrations of student achievement to board and other audiences  
93 School comparisons charts from CEPI  
94 Special Education delivery plan  
95 Staff handbook  
96 School Improvement Plans  
97 Staff recruitment plan  
98 Student achievement data  
99 Surveys of staff/community  
100 Symbolic “pins,” other symbols – celebrations, etc.  
101 Teacher mentor program  
102 Trends in Career Development Plan growth goals for teachers  
103 Work with city council on city/school initiatives (documentation)  
104 Work with School Improvement Advisory Committee (SIAC) (documentation)  
105 Written communications  
106 Written proposals for innovative practices  
107 Written recommendations on difficult issues

## **Appendix I – Contingencies**

If a superintendent receives a rating of **minimally effective** or **ineffective**, the Board of Education must develop and require the superintendent to implement an improvement plan to correct the deficiencies. The improvement plan must recommend professional development opportunities and other actions designed to improve the rating of the superintendent on his/her next annual evaluation. See the appendixes of this document for more information on developing an Individual Development Plan for the superintendent.

If a superintendent receives a rating of **highly effective** on three consecutive annual evaluations, the Board of Education may choose to conduct an evaluation biennially instead of annually. However, if a superintendent is not rated as highly effective on one of these biennial evaluations, the superintendent must again be evaluated annually.

## Appendix J – Student Growth

For all superintendents, the evaluation system has to take into account multiple measures of student growth and assessment data. For superintendents who are *regularly involved in instructional matters*—and this includes all but the most exceptional situations—the following specific expectations must be met with regards to student growth:

- 25% of the annual evaluation shall be based on student growth and assessment data for years 2015-2016, 2016-2017 and 2017-2018
- **40% of the annual evaluation shall be based on student growth and assessment data amended Fall 2019**

Student growth and assessment data used for superintendent evaluation must be the combined student growth and assessment data used in teacher annual year-end evaluations for the entire district.

### Student Growth Versus Student Achievement

Student growth and student achievement are not the same measurement. Student achievement is a single measurement of student performance while student growth measures the amount of students' academic progress between two points in time.<sup>1</sup>

Student Achievement Example: A student could score 350 on a math assessment.

Student Growth Example: A student could show a 50-point growth by improving his/her math score from 300 last year in the fourth grade to 350 on this year's fifth grade exam.

It's important to note that, in order to measure student growth, the data considered must be from a single group of students, i.e., this year's fourth graders and next year's fifth graders.

### What is a Student Growth Model?

School districts should establish a student growth model to be used in educator and administrator evaluations. A growth model is a collection of definitions, calculations or rules that summarizes student performance over two or more time points and supports interpretations about students, their classrooms, their educators or their schools.<sup>2</sup>

Michigan law requires that multiple research-based growth measures be used in student growth models that are used for evaluation purposes. This may include state assessments, alternative assessments, student learning objectives, nationally normed or locally adopted assessments that are aligned to state standards or based on individualized program goals. **(Note: Beginning in 2018-2019, in grades and subjects in which state assessments are administered, 50% of student growth in core areas must be based on state assessments.)**

Michigan law also requires that the most recent three consecutive years of student growth data be used for evaluation. If three years of data are not available, available data should be used.

<sup>1</sup> Measuring student growth: A guide to informed decision making, Center for Public Education

<sup>2</sup> A Practitioner's Guide to Growth Models, Council of Chief State School Officers

## ***Appendix K – Developing an Individual Development Plan for the Superintendent***

Individual Development Plans are an excellent way of helping employees develop their skills. Boards of education should encourage superintendents to develop an IDP in order to foster professional development.

In the event that a superintendent receives a rating that is less than effective, the law requires the creation of an IDP. The following process is a framework for creating and implementing an IDP for the superintendent:

- During the evaluation conference, the Board of Education provides clear feedback to the superintendent in the domain(s) in which he/she received a less than effective rating.
- A committee of the Board of Education is established to support and monitor the superintendent's development.
- The superintendent drafts an IDP and presents it to the committee for feedback and approval. The IDP outlines clear growth objectives, as well as the training and development activities in which the superintendent will engage to accomplish objectives. The committee reviews, provides feedback and approves the IDP.
- The committee meets quarterly with the superintendent to monitor and discuss progress.
- The superintendent reports progress on his/her IDP with his/her self-evaluation prior to the formal annual evaluation.

## **Appendix L – Training**

MASB provides training on its Amended Spring 2019 Superintendent Evaluation instrument to board members and superintendents via a cadre of certified trainers. Training is as follows:

**Fundamentals of Evaluation:** This training covers the fundamentals of evaluation including legal requirements, essential elements of a performance evaluation system and processes for establishing superintendent performance goals and expectations. This session may not be necessary for participants who have attended Board Member Certification Courses (CBAs) 300 and 301, or who have documented participation in in-district workshops focused on superintendent evaluation conducted by MASB trainers. It is offered at various locations on an individual registration basis or as requested in cooperation with intermediate school districts.

**Instrument-Specific Training:** This training covers the use of the MASB Rev. Fall 2018 Superintendent Evaluation instrument including the cycle and processes of evaluation, rating superintendent performance on the rubric, as well as the use of evidence to evaluate superintendent performance. This training fulfills the requirement of evaluator training for board members as well as evaluatee training for superintendents whose districts are evaluating their superintendent with the MASB Rev. Fall 2018 Superintendent Evaluation instrument. It is conducted on-location in districts with board members and superintendent present.

## Authors

The Michigan Association of School Boards has served boards of education since its inception in 1949. In the decades since, MASB has worked hands-on with tens of thousands of school board members and superintendents throughout the state. Evaluation of the superintendent has been a key aspect of that work – MASB developed superintendent evaluation instruments and trained board members in their use nearly half a century before the requirements.

MASB staff and faculty involved in creating the MASB 2016/ Rev. Fall 2019 Superintendent Evaluation instrument Include:

- Rodney Green, Ph.D., Superintendent of Schools (retired), East China School District
- Olga Holden, Ph.D., Director of Leadership Services (retired), MASB
- Donna Oser, CAE, former Director of Executive Search and Leadership Development, MASB
- Debbie Stair, MNML, former school board member, Assistant Director for Leadership Development, MASB

New York Council of School Superintendents staff and leadership involved in creating the Council's Superintendent Model Evaluation (which significantly influenced MASB's instrument):

- Jacinda H. Conboy, Esq., New York State Council of School Superintendents
- Sharon L. Contreras, Ph.D., Superintendent of Schools, Syracuse City SD
- Chad C. Groff, Superintendent of Schools
- Robert J. Reidy, Executive Director, New York State Council of School Superintendents
- Maria C. Rice, Superintendent of Schools, New Paltz CSD
- Dawn A. Santiago-Marullo, Ed.D., Superintendent of Schools, Victor CSD
- Randall W. Squier, CAS, Superintendent of Schools, Coxsackie-Athens CSD
- Kathryn Wegman, Superintendent of Schools (retired), Marion CSD