

Union City Community Schools

“Educating and Preparing Each Child for Their Future”

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

Board of Education Agenda

Special Meeting - Public Hearing and Budget	High School Media Center
Monday, June 24, 2024	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. 2023-2024 Proposed Budget Amendment

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

III. 2024-2025 Budget Proposal

Business Manager, Sara Leson, will present the 2024-2025 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 6/17/24
2. Closed Meeting 6/17/24

VII. Correspondence

VIII. Action Items

a. 2023-2024 Budget Amendment Resolution

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

b. **2024-2025 Budget Resolution**

Board action is required to approve the 2024-2025 Budget Resolution.

c. **2024-2025 Resolution Authorizing Issuance of Notes in Anticipation of State School Aid**

Board action is required to approve the state aid borrowing resolution for the 2024-2025 school year as presented.

d. **Administrator Contract**

Board action is required to approve the contract for new elementary principal Michael Bates.

IX. **Discussion Item**

a. **NEOLA Volume 38.2**

First reading of NEOLA Volume 38.2. This will be an action item in July.

X. **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.

XI. **Board Roundtable**

XII. **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

2023-2024 AMENDED BUDGET

&

2024-2025 PROPOSED BUDGET

JUNE 24, 2024



PRESENTED BY
SARA LESON
BUSINESS MANAGER

UNION CITY COMMUNITY SCHOOLS PUBLIC HEARING ON PROPOSED 2024-2025 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, 2024.

SUMMARY OF PUBLIC HEARING

- Review the 2023-2024 Amended Budget for General, Food Service Fund, & School/Student Activity Fund
- Review the 2024-2025 Proposed Budget for General, Food Service Fund, & School Student Activity Fund
- State Borrowing Resolution

UNION CITY COMMUNITY SCHOOLS 2023-2024 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

2023-2024 AMENDED BUDGET ASSUMPTIONS

- State Sources: Additional funds received through MPSERS-offset retirement, Reduction in Transportation grant (22L), Added Section 97 Federal Sources: \$242,894; Reimbursement for ESSER III expenses
- Other Financing Sources: Prior Year adjustment for C4S (Care for Students) Program & Special Ed increase
- Instruction and Added Needs: Added cost for Special Ed, increase offset by revenue; Adjustment of Elementary teacher to Title I Interventionist expense
- Pupil: Increase in class reimbursement
- Improvement Inst. Staff: Adding NWEA testing covered by Title funds
- School Admin.: Adjustment in pay for employee in leave
- Operation & Maint: Insurance payment for underground pipe leak received
- Transportation Services: Increase in Bus Driver cost added a bus route to lower student time on bus, increase in repair cost
- Athletics-Increase in High School official cost

2023-2024 AMENDED REVENUE BUDGET

	PROPOSED BUDGET	BUDGET	FINAL BUDGET	
	2023-2024	AMENDMENT	AMENDMENT	
	-26 students	Feb-24	Jun-24	
BEGINNING FUND BALANCE		\$1,931,550	\$1,931,550	
REVENUE				
Local Sources	\$ 1,400,899	\$ 1,574,891	1,579,142	\$ 4,251
State Sources	10,233,145	10,879,115	11,013,071	\$ 133,956
Federal Sources	399,480	424,653	429,825	\$ 5,172
Other Financing Sources	443,371	800,000	981,931	\$ 181,931
Transfers In-HL	32,000	32,000	32,000	\$ -
TOTAL REVENUE	\$ 12,508,895	\$ 13,710,659	\$ 14,035,969	\$ 325,310

2023-2024 AMENDED EXPENDITURE BUDGET

	PROPOSED BUDGET	BUDGET	FINAL BUDGET	
	2023-2024	AMENDMENT	AMENDMENT	
	-26 students	Feb-24	Jun-24	
EXPENDITURES				
INSTRUCTION				
Basic Program	5,958,739	6,638,451	6,656,658	18,207
Added Needs	1,852,629	1,946,792	2,050,689	103,897
Total Instruction	7,811,368	8,585,243	8,707,347	122,104
SUPPORT SERVICE EXPENSE				
Pupil	698,009	749,839	766,998	17,159
Improvement Instructional Sta	197,716	223,542	230,309	6,767
General Administration	393,140	405,967	403,111	(2,856)
School Administration	747,304	767,437	752,476	(14,961)
Fiscal Services	323,073	333,857	336,624	2,767
Operation & Maintenance	1,134,699	1,192,972	1,202,951	9,979
Transportation	766,774	785,692	852,799	67,107
Central Support	186,696	221,947	207,059	(14,888)
Athletics	531,701	543,981	564,915	20,934
Community Services	5,200	5,200	6,200	1,000
Payments to Other Govt Units				-
Site Improvement Services				-
Prior Period Adjustments				-
Debt Service	59,526	36,526	36,526	-
Total Support Services	5,043,838	5,266,960	5,359,968	93,008
TOTAL EXPENDITURES	12,855,206	13,852,203	14,067,315	215,112

2023-2024 FUND BALANCE SUMMARY

2023-2024 Est Fund Balance	
Beginning Fund Balance-July 1, 2023	1,931,550
2023-2024-Est Revenues (June 2024)	14,035,969
2023-2024-Est Expenses (June 2024)	14,067,315
Operation Surplus (Deficit)	(31,346)
Est Total Fund Balance-June 30, 2024	1,900,204
Fund Balance Percentage	14%
Fund Balance Percentage Excluding 147c	14%

2024-2025 PROPOSED BUDGET ASSUMPTIONS

Revenue:

- State Aid: \$9,858/Pupil \$250/Pupil increase (\$220,000), reduction in student count by 26 (\$249,808), Educator's Compensation grant ending (\$45,000), 23g grant ending (\$131,000)
- Reduction in Federal Revenue.: ESSER III is all spent
- Reduction in Other Financing Business: Decrease (\$260,000) ECF grant removed (used to purchase new laptops and ipads previous year), Decrease in prior year adjustment

Expenditures:

- Removed purchase of laptops and ipads (decrease in Basic Programs)
- Adjustment for step increases for school employees (including retirement, FICA and W/C)
- Reduced one teaching position after retirement
- Removed Director of Behavior Support and replaced with Mental Health Specialist position (Pupil)
- Added Needs: Adjusted Elementary teaching position to Math interventionist
- Adjustments made across the board for increase in supply cost

2024-2025 PROPOSED REVENUE BUDGET

	FINAL BUDGET AMENDMENT Jun-24	NEW BUDGET JUNE of 2025	
BEGINNING FUND BALANCE	\$1,931,550	\$1,900,204	
REVENUE			
Local Sources	1,579,142	1,471,676	\$ (107,466)
State Sources	11,013,071	10,741,399	\$ (271,672)
Federal Sources	429,825	277,183	\$ (152,642)
Other Financing Sources	981,931	648,000	\$ (333,931)
Transfers In-HL	32,000	32,000	\$ -
TOTAL REVENUE	\$ 14,035,969	\$ 13,170,258	\$ (865,711)

2024-2025 PROPOSED EXPENDITURE BUDGET

	FINAL BUDGET AMENDMENT Jun-24	NEW BUDGET JUNE of 2025	
EXPENDITURES			
INSTRUCTION			
Basic Program	6,656,658	5,945,136	(711,522)
Added Needs	2,050,689	2,105,358	54,669
Total Instruction	8,707,347	8,050,494	(656,853)
SUPPORT SERVICE EXPENSE			
Pupil	766,998	713,208	(53,790)
Improvement Instructional Staff	230,309	236,756	6,447
General Administration	403,111	462,757	59,646
School Administration	752,476	761,681	9,205
Fiscal Services	336,624	340,501	3,877
Operation & Maintenance	1,202,951	1,185,295	(17,656)
Transportation	852,799	697,525	(155,274)
Central Support	207,059	205,626	(1,433)
Athletics	564,915	565,720	805
Community Services	6,200	6,200	-
Payments to Other Govt Units			-
Site Improvement Services			-
Prior Period Adjustments			-
Debt Service	36,526	36,342	(184)
Total Support Services	5,359,968	5,211,611	(148,357)
TOTAL EXPENDITURES	14,067,315	13,262,105	(805,210)

2024-2025 FUND BALANCE SUMMARY

2024-2025 Est Fund Balance		
Beginning Fund Balance-July 1, 2024	1,900,204	
2024-2025-Est Revenues (June 2025)	13,170,258	
2024-2025-Est Expenses (June 2025)	13,262,105	
Operation Surplus (Deficit)	(91,847)	
Est Total Fund Balance-June 30, 2025	1,808,357	
Fund Balance Percentage	14%	
Fund Balance Percentage Excluding 147c	14%	

FOOD SERVICE 2023-2024 AMENDED BUDGET ASSUMPTIONS

- State Sources had an increase from the new Michigan School Meals program
- Federal Sources had a slight decrease, didn't receive as many claims as estimated
- Salaries and benefits were a little higher than estimated
- Supplies & Materials had a large increase. This is mainly due to the increase in food cost.
- Capital Outlay includes a purchase that is offset with a grant in the revenue
- Very low ending fund balance

FOOD SERVICE 2024-2025 PROPOSED BUDGET ASSUMPTIONS

- THE FOOD SERVICE MANAGER AND I ARE LOOKING AT OUR OPTIONS TO DECREASE COST. THIS PROPOSED BUDGET IS WHERE WE WOULD LIKE TO SEE CHANGES.
- THERE HAVE BEEN MANY IMPROVEMENTS IMPLEMENTED WITH THE FOOD SERVICE PROGRAM. WE WANT TO KEEP A GOOD PROGRAM.

AMENDED/PROPOSED FOOD SERVICE BUDGET- 2023-2024 & 2024-2025

	BUDGET FINAL JUNE 23-24	PROPOSED BUDGET JUNE 2025	DIFFERENCE B/W 2023-2024 & 2024-2025
REVENUE			
Local Sources	\$ 40,986	\$ 47,000	\$ 6,014
State Sources	124,657	120,000	\$ (4,657)
Federal Sources	554,721	509,000	\$ (45,721)
TOTAL REVENUE	\$ 720,364	\$ 676,000	\$ (44,364)
EXPENDITURES			
Salaries	206,259	198,000	(8,259)
Employee Benefits	134,528	118,450	(16,078)
Purchased Services	36,703	15,640	(21,063)
Supplies & Materials	337,626	285,000	(52,626)
Capital Outlay	27,333	9,000	(18,333)
Other Expense	2,112	800	(1,312)
Transfer Out	39,934	32,882	(7,052)
TOTAL EXPENDITURES	\$ 784,495	\$ 659,772	\$ (124,723)
EXCESS REVENUE (EXPENDITURES)	\$ (64,131)	\$ 16,228	
BEGINNING FUND BALANCE	\$ 69,655	\$ 5,524	
ENDING FUND BALANCE	\$ 5,524	\$ 21,752	

AMENDED/PROPOSED SCHOOL/STUDENT ACTIVITY BUDGET-2023-2024 & 2024-2025

	Student/School	
	Activity Fund	
<u>REVENUE:</u>	2023-2024	2024-2025
Local Sources - Current Year Elementary	15,500	15,000
Local Sources - Current Year Middle School	5,500	4,000
Local Sources - Current Year High School	73,000	71,000
TOTAL REVENUE	94,000	90,000
<u>EXPENDITURES:</u>		
Support Services - Elementary	15,600	15,800
Support Services - Middle School	3,000	5,000
Support Services - High School	56,000	65,000
TOTAL EXPENDITURES	74,600	85,800
EXCESS REVENUE (EXPENDITURES)	19,400	4,200
ESTIMATED BEGINNING FUND BALANCE	135,200	154,600
ENDING FUND BALANCE	154,600	158,800

STATE BORROWING LOAN

- **BASED ON THE EXCESS IN EXPENDITURES THE REQUESTED BORROWING AMOUNT IS: \$1,000,000.**
 - **THIS IS \$200,000 LESS THEN WHAT 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
 2023-2024 BUDGET AMENDMENT
 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	\$ 1,579,142	
State	11,013,071	
Federal	429,825	
Other Financing Sources	981,931	
Transfers in-HL	32,000	
Total Revenue		14,035,969

Fund Balance, July 1	1,931,550	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,846,140
Total Available to Appropriate		15,882,109

Be it further resolved that \$14,067,315 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	6,656,658	
Added Needs	2,050,689	
Total Instruction		8,707,347

SUPPORT SERVICE EXPENSE

Pupil Support	766,998	
Instructional Staff Support	230,309	
General Administration	403,111	
School Administration	752,476	
Business Services	336,624	
Operation & Maintenance	1,202,951	
Transportation	852,799	
Central Support	207,059	
Athletic Activities	564,915	
Community Services	6,200	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	36,526	
Fund Modification		
Total Support Services		5,359,968

TOTAL Appropriated General Fund **14,067,315**

ENDING FUND BALANCE

1,900,204

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:

	Food Service
<u>REVENUE:</u>	
Local Sources	\$ 40,986
State Sources	124,657
Federal Sources	554,721
Incoming transfer from Gen Fund	-
TOTAL REVENUE	<u>720,364</u>
<u>EXPENDITURES:</u>	
Salaries	206,259
Employee Benefits	134,528
Purchased Services	36,703
Supplies and Materials	337,626
Capital Outlay	27,333
Other Expenditures	2,112
Transfer to Gen Fund	39,934
TOTAL EXPENDITURES	<u>784,495</u>
EXCESS REVENUE	
(EXPENDITURES)	(64,131)
ESTIMATED BEGINNING FUND BALANCE	<u>69,655</u>
ENDING FUND BALANCE	<u>5,524</u>

Be it further resolved, that this resolution shall be the general appropriations for the Student/School Activity Fund of Union City Community Schools for the 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:

	Student/School Activity Fund
<u>REVENUE:</u>	
Local Sources - Current Year Elementary	15,500
Local Sources - Current Year Middle School	5,500
Local Sources - Current Year High School	73,000
TOTAL REVENUE	<u>94,000</u>
<u>EXPENDITURES:</u>	
Support Services - Elementary	15,600
Support Services - Middle School	3,000
Support Services - High School	56,000
TOTAL EXPENDITURES	<u>74,600</u>
EXCESS REVENUE (EXPENDITURES)	19,400
ESTIMATED BEGINNING FUND BALANCE	<u>135,200</u>
ENDING FUND BALANCE	<u><u>154,600</u></u>

THIS RESOLUTION TAKES EFFECT JULY 1, 2024

RESOLUTION FOR ADOPTION BY THE BOARD
 OF EDUCATION UNION CITY COMMUNITY SCHOOLS
 2024-2025 BUDGET
 GENERAL FUND AND FOOD SERVICE

Resolved, that this resolution shall be the general appropriations of Union City Community Schools for the 2024-2025 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 2024-2025 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	\$ 1,471,676	
State	10,741,399	
Federal	277,183	
Other Financing Sources	648,000	
Transfers in-HL	32,000	
Total Revenue	13,170,258	13,170,258

Fund Balance, July 1	1,900,204	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,814,794
Total Available to Appropriate		14,985,052

Be it further resolved that \$13,262,105 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	5,945,136	
Added Needs	2,105,358	
Total Instruction	8,050,494	

SUPPORT SERVICE EXPENSE

Pupil Support	713,208	
Instructional Staff Support	236,756	
General Administration	462,757	
School Administration	761,681	
Business Services	340,501	
Operation & Maintenance	1,185,295	
Transportation	697,525	
Central Support	205,626	
Athletic Activities	565,720	
Community Services	6,200	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	36,342	
Fund Modification		
Total Support Services	5,211,611	

TOTAL Appropriated General Fund		13,262,105
ENDING FUND BALANCE	1,808,357	

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 2024-2025 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 2024-2025 is as follows:

	Food Service
<u>REVENUE:</u>	
Local Sources	47,000
State Sources	120,000
Federal Sources	509,000
Incoming transfer from Gen Fund	-
TOTAL REVENUE	<u>676,000</u>
<u>EXPENDITURES:</u>	
Salaries	198,000
Employee Benefits	118,450
Purchased Services	15,640
Supplies and Materials	285,000
Capital Outlay	9,000
Other Expenditures	800
Transfer to Gen Fund	32,882
TOTAL EXPENDITURES	<u>659,772</u>
EXCESS REVENUE (EXPENDITURES)	16,228
ESTIMATED BEGINNING FUND BALANCE	<u>5,524</u>
ENDING FUND BALANCE	<u><u>21,752</u></u>

Be it further resolved, that this resolution shall be the general appropriations for the Student/School Activity Fund of Union City Community Schools for the 2024-2025 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 2024-2025 is as follows:

	Student/School Activity Fund	
<u>REVENUE:</u>	2023-2024	2024-2025
Local Sources - Current Year Elementary	15,500	15,000
Local Sources - Current Year Middle School	5,500	4,000
Local Sources - Current Year High School	73,000	71,000
TOTAL REVENUE	94,000	90,000
<u>EXPENDITURES:</u>		
Support Services - Elementary	15,600	15,800
Support Services - Middle School	3,000	5,000
Support Services - High School	56,000	65,000
TOTAL EXPENDITURES	74,600	85,800
EXCESS REVENUE (EXPENDITURES)	19,400	4,200
ESTIMATED BEGINNING FUND BALANCE	135,200	154,600
ENDING FUND BALANCE	154,600	158,800

THIS RESOLUTION TAKES EFFECT JULY 1, 2024

**FOOD SERVICE FUND BUDGET COMPARISON
UNION CITY COMMUNITY SCHOOLS
FOR THE PERIOD ENDING JUNE 30, 2025
BUDGET PROPOSAL**

	BUDGET FINAL JUNE 23-24	PROPOSED BUDGET JUNE 2025	DIFFERENCE B/W 2023-2024 & 2024-2025
REVENUE			
Local Sources	\$ 40,986	\$ 47,000	\$ 6,014
State Sources	124,657	120,000	\$ (4,657)
Federal Sources	554,721	509,000	\$ (45,721)
TOTAL REVENUE	\$ 720,364	\$ 676,000	\$ (44,364)
EXPENDITURES			
Salaries	206,259	198,000	(8,259)
Employee Benefits	134,528	118,450	(16,078)
Purchased Services	36,703	15,640	(21,063)
Supplies & Materials	337,626	285,000	(52,626)
Capital Outlay	27,333	9,000	(18,333)
Other Expense	2,112	800	(1,312)
Transfer Out	39,934	32,882	(7,052)
TOTAL EXPENDITURES	\$ 784,495	\$ 659,772	\$ (124,723)
EXCESS REVENUE (EXPENDITURES)	\$ (64,131)	\$ 16,228	
BEGINNING FUND BALANCE	\$ 69,655	\$ 5,524	
ENDING FUND BALANCE	\$ 5,524	\$ 21,752	

**GENERAL FUND BUDGET COMPARISON
UNION CITY COMMUNITY SCHOOLS
FOR THE PERIOD ENDING JUNE 30, 2025**

	FINAL BUDGET AMENDMENT Jun-24	NEW BUDGET JUNE of 2025	
BEGINNING FUND BALANCE	\$1,931,550	\$1,900,204	
REVENUE			
Local Sources	1,579,142	1,471,676	\$ (107,466)
State Sources	11,013,071	10,741,399	\$ (271,672)
Federal Sources	429,825	277,183	\$ (152,642)
Other Financing Sources	981,931	648,000	\$ (333,931)
Transfers In-HL	32,000	32,000	\$ -
TOTAL REVENUE	\$ 14,035,969	\$ 13,170,258	\$ (865,711)
EXPENDITURES			
INSTRUCTION			
Basic Program	6,656,658	5,945,136	(711,522)
Added Needs	2,050,689	2,105,358	54,669
Total Instruction	8,707,347	8,050,494	(656,853)
SUPPORT SERVICE EXPENSE			
Pupil	766,998	713,208	(53,790)
Improvement Instructional Staff	230,309	236,756	6,447
General Administration	403,111	462,757	59,646
School Administration	752,476	761,681	9,205
Fiscal Services	336,624	340,501	3,877
Operation & Maintenance	1,202,951	1,185,295	(17,656)
Transportation	852,799	697,525	(155,274)
Central Support	207,059	205,626	(1,433)
Athletics	564,915	565,720	805
Community Services	6,200	6,200	-
Payments to Other Govt Units			-
Site Improvement Services			-
Prior Period Adjustments			-
Debt Service	36,526	36,342	(184)
Total Support Services	5,359,968	5,211,611	(148,357)
TOTAL EXPENDITURES	14,067,315	13,262,105	(805,210)
EXCESS REVENUE (EXPENDITURES)	(31,346)	(91,847)	
Non-spendable (inventory)	10,410	10,410	
Committed (Track)			
Assigned (Capital Expenditures)	75,000	75,000	
Unassigned (Undesignated)	853,018	853,018	
ENDING FUND BALANCE	1,900,204	1,808,357	
FUND BALANCE PERCENTAGE	14%	14%	
FUND BALANCE PERCENTAGE EXCLUDING 147c	14%	14%	

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

	PROPOSED BUDGET 2023-2024 -8 students	BUDGET AMENDMENT Feb-24	FINAL BUDGET AMENDMENT Jun-24	
BEGINNING FUND BALANCE	\$1,931,550	\$1,931,550	\$1,931,550	
REVENUE				
Local Sources	\$ 1,400,899	\$ 1,574,891	1,579,142	\$ 4,251
State Sources	10,233,145	10,879,115	11,013,071	\$ 133,956
Federal Sources	399,480	424,653	429,825	\$ 5,172
Other Financing Sources	443,371	800,000	981,931	\$ 181,931
Transfers In-HL	32,000	32,000	32,000	\$ -
TOTAL REVENUE	\$ 12,508,895	\$ 13,710,659	\$ 14,035,969	\$ 325,310
EXPENDITURES				
INSTRUCTION				
Basic Program	5,958,739	6,638,451	6,656,658	18,207
Added Needs	1,852,629	1,946,792	2,050,689	103,897
Total Instruction	7,811,368	8,585,243	8,707,347	122,104
SUPPORT SERVICE EXPENSE				
Pupil	698,009	749,839	766,998	17,159
Improvement Instructional Staf	197,716	223,542	230,309	6,767
General Administration	393,140	405,967	403,111	(2,856)
School Administration	747,304	767,437	752,476	(14,961)
Fiscal Services	323,073	333,857	336,624	2,767
Operation & Maintenance	1,134,699	1,192,972	1,202,951	9,979
Transportation	766,774	785,692	852,799	67,107
Central Support	186,696	221,947	207,059	(14,888)
Athletics	531,701	543,981	564,915	20,934
Community Services	5,200	5,200	6,200	1,000
Payments to Other Govt Units				-
Site Improvement Services				-
Prior Period Adjustments				-
Debt Service	59,526	36,526	36,526	-
Total Support Services	5,043,838	5,266,960	5,359,968	93,008
TOTAL EXPENDITURES	12,855,206	13,852,203	14,067,315	215,112
EXCESS REVENUE (EXPENDITURES)	(346,311)	(141,544)	(31,346)	
Non-spendable (inventory)	10,410	10,410	10,410	
Committed (Track)				
Assigned (Captial Expenditures)	75,000	75,000	75,000	
Unassigned (Undesignated)	853,018	853,018	853,018	
ENDING FUND BALANCE	1,585,239	1,790,006	1,900,204	
FUND BALANCE PERCENTAGE	12%	13%	14%	
FUND BALANCE PERCENTAGE EXCLI	13%	14%	14%	

Monthly Board Meeting
Monday, June 17, 2024 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:	Present
Jeremy Steele:	Present
Archie Mears:	Present
Paul Arlt:	Present

Pledge of Allegiance

Opening Statement

Addition or Deletion of Items to the Agenda - None

Consent Agenda

The Board of Education approves the Consent Agenda as presented. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea; Jeremy Steele: Yea

Yea: 6 Nay: 0

Approval of Minutes

Regular 5/21/24

Closed Session 5/21/24

Resignation

Resignation

Resignation

Correspondence - None

Comments From the Audience on Agenda Items

Scott Cayo

Public Comments Statement

Action Items

Financials

The Board of Education approves the financials for the month ending May 31, 2024. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Jeremy Steele: Yea

Yea: 6 Nay: 0

Millage Levy Resolution

The Board of Education approves the millage levy resolution as presented. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.

Darin LaBar: Yea, Paul Arlt: Yea, Archie Mears: Yea, Jeremy Steele: Yea, Jennifer Gautsche: Yea, Amber Herman: Yea

Yea: 6 Nay: 0

Elementary Principal Hiring

The Board of Education approves the hiring of Michael Bates as elementary principal. This motion, made by Darin LaBar and seconded by Jeremy Steele, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Jeremy Steele: Yea

Yea: 6 Nay: 0

Middle School Art Teacher Hiring

The Board of Education approves the hiring of Lesli Wardell as the middle school art teacher. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Jeremy Steele: Yea

Yea: 6 Nay: 0

Reduction of an Administrator Position

The Board of Education approves the elimination of the Director of Behavior Supports position and lays off Mr. James Owens. This motion, made by Archie Mears and seconded by Jennifer Gautsche, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Jeremy Steele: Yea

Yea: 6 Nay: 0

Michigan High School Athletic Association (MHSAA) 2024-25 Membership Resolution

The Board of Education approves the MHSAA 2024-25 Membership Resolution as presented. This motion, made by Darin LaBar and seconded by Jeremy Steele, Carried.

Jeremy Steele: Yea, Jennifer Gautsche: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Amber Herman: Yea

Yea: 6 Nay: 0

School of Choice 2024-25 Resolution

The Board of Education approves the School of Choice 2024-25 Resolution. This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Archie Mears: Yea, Jennifer Gautsche: Yea, Jeremy Steele: Yea, Paul Arlt: Yea, Darin LaBar: Yea, Amber Herman: Yea
Yea: 6 Nay: 0

Mental Health Services Specialist Position

The Board of Education approves the Mental Health Services Specialist Position as presented. This motion, made by Jennifer Gautsche and seconded by Jeremy Steele, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Jeremy Steele: Yea
Yea: 6 Nay: 0

Discussion Items

Update on Facility Improvement Planning

Information Items

Audit Information from Willis and Jurasek, P.C.

Superintendent Evaluation Tool Training

Public Comment

Public Comments Statement

Board Roundtable

Gautsche, LaBar. Discussion about the July meeting date. The meeting will be held on July 22. A special meeting has been scheduled for next Monday, June 24 to approve budgets.

Closed Session

The Board of Education adjourns to closed session for the purpose of discussing superintendent evaluation per Section 8(a) of the Open Meetings Act. This motion, made by Darin LaBar and seconded by Jennifer Gautsche, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Jeremy Steele: Yea
Yea: 6 Nay: 0

President Amber Herman adjourned to closed session at 7:11 p.m.

President Amber Herman called the meeting back to order at 8:13 p.m. This motion made by Archie Mears, and seconded by Darin LaBar, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea, Paul Arlt: Yea, Jeremy Steele: Yea
Yea: 6 Nay: 0

Additional Action Items

Superintendent Evaluation

The Board of Education approves the superintendent evaluation for Chris Katz as highly effective. This motion, made by Archie Mears and seconded by Darin LaBar, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Jeremy Steele: Yea

Yea: 6 Nay: 0

Superintendent Merit Pay

The Board of Education approves the superintendent merit pay in the amount of \$2,000 (\$500 per goal x four goals met). This motion, made by Darin LaBar and seconded by Archie Mears, Carried.

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Jeremy Steele: Yea

Yea: 6 Nay: 0

Adjournment

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

Jennifer Gautsche: Yea, Amber Herman: Yea, Darin LaBar: Yea, Archie Mears: Yea,
Paul Arlt: Yea, Jeremy Steele: Yea

Yea: 6 Nay: 0

President Amber Herman adjourned the meeting at 8:15 p.m.

Jennifer Gautsche
Secretary

Kelly AcMoody
Recording Secretary

RESOLUTION FOR ADOPTION BY THE BOARD
 OF EDUCATION UNION CITY COMMUNITY SCHOOLS
 2023-2024 BUDGET AMENDMENT
 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	\$ 1,579,142	
State	11,013,071	
Federal	429,825	
Other Financing Sources	981,931	
Transfers in-HL	32,000	
Total Revenue		14,035,969

Fund Balance, July 1	1,931,550	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,846,140
Total Available to Appropriate		15,882,109

Be it further resolved that \$14,067,315 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	6,656,658	
Added Needs	2,050,689	
Total Instruction		8,707,347

SUPPORT SERVICE EXPENSE

Pupil Support	766,998	
Instructional Staff Support	230,309	
General Administration	403,111	
School Administration	752,476	
Business Services	336,624	
Operation & Maintenance	1,202,951	
Transportation	852,799	
Central Support	207,059	
Athletic Activities	564,915	
Community Services	6,200	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	36,526	
Fund Modification		
Total Support Services		5,359,968

TOTAL Appropriated General Fund **14,067,315**

ENDING FUND BALANCE

1,900,204

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:

	Food Service
<u>REVENUE:</u>	
Local Sources	\$ 40,986
State Sources	124,657
Federal Sources	554,721
Incoming transfer from Gen Fund	-
TOTAL REVENUE	<u>720,364</u>
<u>EXPENDITURES:</u>	
Salaries	206,259
Employee Benefits	134,528
Purchased Services	36,703
Supplies and Materials	337,626
Capital Outlay	27,333
Other Expenditures	2,112
Transfer to Gen Fund	39,934
TOTAL EXPENDITURES	<u>784,495</u>
EXCESS REVENUE	
(EXPENDITURES)	(64,131)
ESTIMATED BEGINNING FUND BALANCE	<u>69,655</u>
ENDING FUND BALANCE	<u><u>5,524</u></u>

Be it further resolved, that this resolution shall be the general appropriations for the Student/School Activity Fund of Union City Community Schools for the 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:

	Student/School Activity Fund
<u>REVENUE:</u>	
Local Sources - Current Year Elementary	15,500
Local Sources - Current Year Middle School	5,500
Local Sources - Current Year High School	73,000
TOTAL REVENUE	<u>94,000</u>
<u>EXPENDITURES:</u>	
Support Services - Elementary	15,600
Support Services - Middle School	3,000
Support Services - High School	56,000
TOTAL EXPENDITURES	<u>74,600</u>
EXCESS REVENUE (EXPENDITURES)	19,400
ESTIMATED BEGINNING FUND BALANCE	<u>135,200</u>
ENDING FUND BALANCE	<u><u>154,600</u></u>

THIS RESOLUTION TAKES EFFECT JULY 1, 2024

RESOLUTION FOR ADOPTION BY THE BOARD
 OF EDUCATION UNION CITY COMMUNITY SCHOOLS
 2024-2025 BUDGET
 GENERAL FUND AND FOOD SERVICE

Resolved, that this resolution shall be the general appropriations of Union City Community Schools for the 2024-2025 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 2024-2025 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	\$ 1,471,676	
State	10,741,399	
Federal	277,183	
Other Financing Sources	648,000	
Transfers in-HL	32,000	
Total Revenue	13,170,258	13,170,258

Fund Balance, July 1	1,900,204	
Less Designated for:		
Assigned/Capital Expenditures	(75,000)	
Non Spendable/Inventory	(10,410)	
Estimated Fund Balance Available to Appropriate		1,814,794
Total Available to Appropriate		14,985,052

Be it further resolved that \$13,262,105 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	5,945,136	
Added Needs	2,105,358	
Total Instruction	8,050,494	

SUPPORT SERVICE EXPENSE

Pupil Support	713,208	
Instructional Staff Support	236,756	
General Administration	462,757	
School Administration	761,681	
Business Services	340,501	
Operation & Maintenance	1,185,295	
Transportation	697,525	
Central Support	205,626	
Athletic Activities	565,720	
Community Services	6,200	
Payments to Other Govt Units		
Site Improvement Services		
Prior Period Adjustments		
Debt Service	36,342	
Fund Modification		
Total Support Services	5,211,611	

TOTAL Appropriated General Fund		13,262,105
ENDING FUND BALANCE	1,808,357	

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 2024-2025 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 2024-2025 is as follows:

	Food Service
<u>REVENUE:</u>	
Local Sources	47,000
State Sources	120,000
Federal Sources	509,000
Incoming transfer from Gen Fund	-
TOTAL REVENUE	<u>676,000</u>
<u>EXPENDITURES:</u>	
Salaries	198,000
Employee Benefits	118,450
Purchased Services	15,640
Supplies and Materials	285,000
Capital Outlay	9,000
Other Expenditures	800
Transfer to Gen Fund	32,882
TOTAL EXPENDITURES	<u>659,772</u>
EXCESS REVENUE (EXPENDITURES)	16,228
ESTIMATED BEGINNING FUND BALANCE	<u>5,524</u>
ENDING FUND BALANCE	<u><u>21,752</u></u>

Be it further resolved, that this resolution shall be the general appropriations for the Student/School Activity Fund of Union City Community Schools for the 2024-2025 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 2024-2025 is as follows:

	Student/School Activity Fund	
	2023-2024	2024-2025
<u>REVENUE:</u>		
Local Sources - Current Year Elementary	15,500	15,000
Local Sources - Current Year Middle School	5,500	4,000
Local Sources - Current Year High School	73,000	71,000
TOTAL REVENUE	94,000	90,000
<u>EXPENDITURES:</u>		
Support Services - Elementary	15,600	15,800
Support Services - Middle School	3,000	5,000
Support Services - High School	56,000	65,000
TOTAL EXPENDITURES	74,600	85,800
EXCESS REVENUE (EXPENDITURES)	19,400	4,200
ESTIMATED BEGINNING FUND BALANCE	135,200	154,600
ENDING FUND BALANCE	154,600	158,800

THIS RESOLUTION TAKES EFFECT JULY 1, 2024

**RESOLUTION AUTHORIZING ISSUANCE OF NOTES
IN ANTICIPATION OF STATE SCHOOL AID
(AUGUST 2024 BORROWING THROUGH THE
MICHIGAN FINANCE AUTHORITY)**

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

A special meeting of the board of education of the Issuer (the “Board”) was held in the _____, within the boundaries of the Issuer, on the 24th day of June, 2024 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, 2025 and expected to be received by the School District from October 2024 through August 2025, inclusive (the “2024/2025 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, 2025, 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 2024/2025 State Aid and that portion of the 2024/2025 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 2024 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 21, 2025, and earlier on the 20th day of each month (or, in the case of January and April, the 21st day of the month), 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 2024 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 2024 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

MDF/clb

EXHIBIT A

1. Estimated 2024/2025 State Aid allocated or to be allocated for fiscal year ending June 30, 2025: \$10,686,000 (total amount estimated to be received from October 1, 2024 through August 31, 2025)
2. Amount of borrowing not to exceed: \$1,000,000
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 2024 calendar year: \$0 (include plans for voted or non-voted bonds, refunding bonds, additional state aid notes, tax anticipation notes, installment purchase agreements, lines of credit, and lease-purchase agreements)
4. Authorized Officer: President, Vice President, Secretary or Treasurer of the Board of Education, Superintendent, Assistant/Associate Superintendent, or individual acting in the capacity of the school business official, or a designee thereof
5. The Notes shall be dated August 20, 2024 and shall mature on July 21, 2025, August 20, 2025, 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 2023/2024 operating expenses: \$703,365.75

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, 2025 and to be paid from October 2024 through August 2025, 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 (each an “Installment” or, together, 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 21, 2025, the Authority shall intercept 100% of that Pledged State Aid and apply the intercepted amount on the following priority basis: (A) to the Installment Shortfall; (B) to the current month's Installment; and (C) any amounts remaining to be immediately distributed to the Issuer. Except as otherwise provided below, the intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the principal of and interest on the Notes.

If on the date of the final Installment as specified in Schedule I, the funds on deposit with the Depository are insufficient to pay the principal of and interest on the Notes when due, and any and all other amounts owed by the Issuer as set forth in Schedule I (the "Payment Obligations"), and the Issuer also has an outstanding no set-aside state aid note issued as a separate series on August 20, 2024 (a "No Set-Aside Note") and purchased by the Authority with proceeds from the Authority's State Aid Revenue Notes, Series 2024A-2, then the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the Payment Obligations, assigns to the Authority and authorizes to intercept, and directs the State Treasurer to advance, the Issuer's Pledged State Aid to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 20, 2024, 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 2025 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, 2024 (the "Trust Indenture"), issued by the Authority pursuant to its Note Authorizing Resolution adopted May __, 2024, 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 2024A-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 __, 2024 (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 2024/2025 State School Aid to be allocated to it and to be paid from October 2024 through August 2025, inclusive (the "Pledged State Aid").

Not later than August __, 2025, the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on August 20, 2025 (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, 2025 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 __, 2025 (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 20, 2024, 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 2025, and the Depository shall apply the August 2025 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, 2025; (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 2025 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 2025 state aid note pool, the Issuer shall give written notice by August __, 2025 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 2025 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, 2024 (the “Trust Indenture”), issued by the Authority pursuant to its Note Authorizing Resolution adopted May __, 2024 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 __, 2024, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern Time, on August 20, 2024 (“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 _____, 2024
_____ ("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, 2024, through August 31, 2025.

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

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

7. The Notes shall be dated August 20, 2024 and shall mature on [July 21][August 20], 2025.

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 2025 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, 2025; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior

right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the Notes. "Other Obligations" as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2024 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2024A-2, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2024. 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 2024A-__, 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, 2024, through August 31, 2025.

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

5. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$ _____, plus (B) the Issuer's pro rata share of related charges pursuant to the Reimbursement Agreement among the Authority, the Bank and the Depository (including, without limitation, all other amounts owing by the Authority under the Reimbursement Agreement and the initial fee of the Bank).

6. The Notes shall be dated August 20, 2024 and shall mature on August 20, 2025.

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 ____ percent (____%); 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 ____ percent (____%). For purposes of this paragraph:

"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 2025 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, 2025, and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer’s prior pledge of Pledged State Aid as security for the payment of the Notes. “Other Obligations” as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2024 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2024A-1, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2024. 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 2024A-__, 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]



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised EVALUATION OF THE SUPERINTENDENT
Code	po1240
Status	
Legal	M.C.L. 380.1249b
Adopted	December 15, 1997
Last Revised	August 15, 2016

Revised Policy - Vol. 38, No. 2

1240 - EVALUATION OF THE SUPERINTENDENT

The Board of Education believes it is essential that it evaluate the Superintendent's performance periodically in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the District with the best possible leadership. To carry out this responsibility, the Board will evaluate the Superintendent utilizing a rigorous, transparent, and fair performance evaluation system that does all of the following:

- A. Evaluates the Superintendent's job performance at least annually in a year-end evaluation, while providing timely and constructive feedback.

A Superintendent rated highly effective **prior to July 1, 2024 and/or effective after July 1, 2024** on three (3) consecutive year-end evaluations may be evaluated every other year, at the District's discretion.

- B. Establishes clear approaches to measuring student growth and provides the Superintendent with relevant data on student growth.

- C. Evaluates the Superintendent's job performance **prior to July, 2024** as highly effective, effective, minimally effective, or ineffective, **and after July 1, 2024 as effective, developing, or needing support** ~~using multiple rating categories that take into account student growth and assessment data. Before the 2024-2025 school year, For the 2015-2016, 2016-2017, and 2017-2018 school years, twenty five percent (25%) of the annual year end evaluation shall be based on student growth and assessment data. Beginning with the 2018-2019 school year, forty percent (40%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2024-2025 school year, twenty percent (20%) of the year-end evaluation shall be based on student growth or student learning objectives.~~

For the Superintendent, the pertinent data is that of the entire School District.

- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:

1. The effectiveness of the Superintendent, so that **the Superintendents/he** is given ample opportunities for improvement.
2. Retention and development of the Superintendent, including providing relevant coaching, instruction support, or professional development.

3. Removing an ineffective Superintendent after ~~the Superintendents/he~~ has had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.
 4. ~~() Whether to grant full certification to the Superintendent using rigorous standards and streamlined, transparent, and fair procedures.~~
- E. ~~Prior to July 1, 2024, the~~ The portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for the entire District:
1. The Superintendent's training and proficiency in conducting teacher performance evaluations if ~~the Superintendents/he~~ does so or ~~the his/her~~ designee's proficiency and training if the Superintendent designates such duties.
 2. The progress made by the school or District in meeting the goals established in the school/District improvement plan.
 3. Student attendance.
 4. Student, parent, and teacher feedback and other information considered pertinent by the Board.
 5. ~~Beginning July 1, 2024, the portion of the evaluation that is not based on student growth or student learning objectives must be based on objective criteria.~~
- F. For the purposes of conducting annual year-end evaluations under the performance evaluation system, ~~by the beginning of the 2016-2017 school year,~~ the District shall adopt and implement one (1) or more of the evaluation tools for teachers, or administrators if available, that are included on the list established and maintained by the Michigan Department of Education ("MDE"). However, if the District has one (1) or more local evaluation tools for administrators or modifications of an evaluation tool on the list, and the District complies with G. below, the District may conduct annual year-end evaluations for administrators using one (1) or more local evaluation tools or modifications.
- G. ~~The Beginning with the 2016-2017 school year, the~~ District shall post on its public website all of the following information about the measures it uses for its performance evaluation system for school administrators:
1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
 2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
 3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
 4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
 5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
 6. A description of the plan for providing evaluators and observers with training.
- H. ~~The District shall Beginning with the 2016-2017 school year:~~
1. ~~The District shall~~ provide training to the Superintendent on the measures used by the District in its performance evaluation system and on how each of the measures is used. This training may be provided by a district or ~~by a~~ consortium consisting of two (2) or more districts, the intermediate school district, or a public school academy.

2. ~~The District shall~~ ensure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide ~~the~~ training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

The Board's evaluation shall also include an assessment of the:

- A. progress toward the educational goals of the District;
- B. working relationship between the Board and the Superintendent

Such assessments will be based on defined quality expectations developed by the Board for each criteria being assessed.

Beginning July 1, 2024, the evaluation system must include a mid-year progress report for the Superintendent in each year that they are evaluated. This mid-year progress report shall comply with M.C.L. 380.1249b and may not replace the annual evaluation.

The evaluation system shall ensure that if the Superintendent is rated as minimally effective or ineffective **prior to July 1, 2024 or needing support or developing after July 1, 2024**, the person(s) conducting the evaluation shall develop and require the Superintendent to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other measures designed to improve the rating of the Superintendent on **the Superintendent's his/her** next annual year-end evaluation. A Superintendent rated as **ineffective prior to July 1, 2024 and/or needing support after July 1, 2024** ~~ineffective~~ on three (3) consecutive year-end evaluations must be dismissed from employment with the District.

The evaluation program shall aim at the early identification of specific areas in which the Superintendent needs help so that appropriate assistance may be provided or arranged for. The Board shall not release the Superintendent from the responsibility to improve. If the Superintendent, after receiving a reasonable degree of assistance, fails to perform **his/her** assigned responsibilities in a satisfactory manner, ~~dismissal~~ **dismissal**, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

Evaluations shall be conducted of each administrator as stipulated in the revised School Code, the employment contract, the Superintendent's administrative guidelines, and as directed by the Michigan Department of Education. An administrator shall be given a copy of any documents relating to **the administrator's his/her** performance which are to be placed in the personnel file.

All contracts governing the employment of the Superintendent entered into, extended, renewed, or modified on or after July 1, 2024 must include an appeal process concerning the evaluation process and rating received.

This policy shall not deprive an administrator of any rights provided by State law or any contractual rights consistent with State law.

As an outcome of the evaluation of the Superintendent's performance, the Board should be prepared to judge the advisability of retention of the Superintendent and be prepared better to:

- A. determine the Superintendent's salary;
- B. identify strengths and weaknesses in the operation of the District and determine means by which weaknesses can be reduced and strengths are maintained;
- C. establish specific objectives, the achievement of which will advance the District toward its goals;

M.C.L. 380.1249b

© Neola ~~2016~~ **2024**



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Rescind PROHIBITION OF REFERRAL OR ASSISTANCE
Code	po2410
Status	
Legal	M.C.L. 388.1766
Adopted	February 19, 2018

Rescind Policy - Vol. 38, No. 2

2410 PROHIBITION OF REFERRAL OR ASSISTANCE

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

Any alleged violation of this policy shall be reported to the Superintendent, who shall follow the procedures set out in Policy 1439, Policy 3139, Policy 4139, or the current negotiated bargaining agreement, whichever is applicable, to investigate the allegation. If the allegation relates to a school official, member of the Board, or employee of the Board to whom Policy 1439, Policy 3139, Policy 4139, or a current negotiated bargaining agreement does not apply, the Superintendent shall conduct an investigation, as appropriate to the situation, including providing the person with reasonable notice and the opportunity to respond. All disciplinary measures available under Board Policy 1439, Policy 3139, or Policy 4139 may be utilized, as appropriate, if the Superintendent determines that a violation of this policy occurred.

© Neola 2019



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised REPRODUCTIVE HEALTH AND FAMILY PLANNING
Code	po2414
Status	
Legal	A.C. Rule 388.273 et seq. M.C.L. 380.1169, 380.1506, 380.1507
Adopted	December 15, 1997
Last Revised	June 22, 2020

Revised Policy - Vol. 38, No. 2

2414 - REPRODUCTIVE HEALTH AND FAMILY PLANNING

The Board of Education directs that instruction be provided on the principal modes by which dangerous communicable diseases, including HIV and AIDS, are spread and the best methods for the restriction and prevention of these diseases. The instruction shall stress that abstinence from sex is the only protection that is 100% effective against unplanned pregnancy and sexually transmitted diseases, including HIV and AIDS, and that abstinence is a positive lifestyle for unmarried young people.

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

Each person who teaches K to twelve (12) students about human immunodeficiency virus infection and acquired immunodeficiency syndrome shall have training in human immunodeficiency virus infection and acquired immunodeficiency syndrome education for young people. Licensed health care professionals who have received training on human immunodeficiency virus infection and acquired immunodeficiency syndrome are exempt from this requirement.

~~For a class in which the subjects of family planning or reproductive health are discussed, the District shall notify the parents of the fact that the student will be enrolled in the course and notify the parents about the content of the instruction. Parents shall be given prior opportunity to review the materials to be used (other than tests) and shall be advised in advance of the parents' right to have their child excused from the instruction. The District shall notify the parents, in advance of the instruction and about the content of the instruction, to give the parents an opportunity, prior to instruction, to review the materials to be used (other than tests), as well as the opportunity to observe the instruction and advise the parents of their right to have their child excused from the instruction.~~

Before any revisions to the curriculum on the subjects taught pursuant to M.C.L. 380.1169 are implemented, the Board shall hold at least two (2) public hearings on the proposed revisions. The hearings shall be held at least one (1) week apart and public notice of the hearings shall be given in the manner required for Board meetings. A public hearing held pursuant to this section may be held in conjunction with a public hearing held pursuant to M.C.L. 380.1507.

A.C. Rule 388.273 et seq.

M.C.L. 380.1169, 380.1506, 380.1507, ~~388.1766~~

© Neola ~~2024~~2020



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised SEX EDUCATION
Code	po2418
Status	
Legal	M.C.L. 380.1507, 380.1507b, 380.1169
Adopted	February 19, 2018

Revised Policy - Vol. 38, No. 2

2418 - SEX EDUCATION

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

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

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

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

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

The District shall provide the instruction by teachers qualified to teach health education. **Material and instruction in a sex education curriculum shall be age-appropriate, not medically inaccurate, and shall comply with the statutory requirements of M.C.L. 380.1507b.**

The Board shall establish a sex education advisory board and shall determine terms of service for the sex education advisory board, the number of members to serve on the advisory board, and a membership selection process that reasonably reflects the District's population. The Board shall appoint two (2) co-chairs for the advisory board, at least one (1) of whom is a parent of a child attending a District school. At least one-half (1/2) of the members of the sex education advisory board shall be parents who have a child attending a District school, and a majority of these parent members shall be individuals who are not employed by a District. The sex education advisory board shall include students of the District, educators, local clergy, and community health professionals. Written or electronic notice of a sex education advisory board meeting shall be sent to each member at least two (2) weeks before the date of the meeting.

The sex education advisory board shall:

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

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

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

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

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

M.C.L. 380.1507, **380.1507b**, 380.1169, ~~388.1766~~

© Neola **2024**~~2019~~



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Technical Correction PROFESSIONAL STAFF EVALUATION
Code	po3220
Status	
Legal	M.C.L. 380.1249 (as amended)
Adopted	December 15, 1997
Last Revised	January 15, 2024

Technical Correction Policy - Vol. 38, No. 2

3220 - PROFESSIONAL STAFF EVALUATION

The Board of Education, through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, with involvement of professional staff, the Board delegates to the Superintendent the function of establishing and implementing a rigorous, transparent, and fair performance evaluation system that does at least all of the following:

- A. evaluates the employee's job performance in a year-end evaluation, while providing timely and constructive feedback

Teachers rated highly effective or, as of July 1, 2024, effective on the three (3) most recent consecutive year-end evaluations may be evaluated every other year or, as of July 1, 2024, every third year, at the District's discretion.

- B. establishes clear approaches to measuring student growth and provides professional staff with relevant data on student growth
- C. evaluates an employee's job performance, using rating categories of highly effective, effective, minimally effective, and ineffective prior to July 1, 2024 and using rating categories of effective, developing, and needing support as of July 1, 2024, which take into account student growth and assessment data or student learning objectives

Before the 2024-2025 school year, forty percent (40%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning in the 2024-2025 school year, twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

Evaluations must also comply with the following:

1. The portion of a teacher's year-end evaluation that is not based on student growth and assessment data or student learning objective metrics shall be based primarily on a teacher's performance as measured by the District.
2. Prior to July 1, 2024, for core content areas in grades and subjects in which state assessments are administered, fifty percent (50%) of student growth must be measured using the state assessments, and the portion of student growth not measured using state assessments must be measured using multiple research-

based growth measures or alternative assessments that are rigorous and comparable across schools within the District. Student growth also may be measured by student learning objectives or nationally normed or locally adopted assessments that are aligned to state standards, or based on achievement of individualized education program goals.

3. Prior to July 1, 2024, the portion of a teacher's evaluation that is not measured using student growth and assessment data or using the evaluation tool developed or adopted by the District shall incorporate criteria enumerated in section M.C.L. 380.1248(1)(b)(i) to (iii) that are not otherwise evaluated under the tool. (See Policy 3131) After July 1, 2024, the portion of a teacher's evaluation that is not measured using student growth and assessment data or student learning objectives metrics, or using the evaluation tool developed or adopted by the District, must be based on objective criteria.
4. Prior to July 1, 2024, if there are student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on the student growth and assessment data for the most recent three (3) consecutive-school-year period. If there are ~~no~~ student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on all student growth and assessment data that are available for the teacher.
5. As of July 1, 2024, the following apply: Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in M.C.L. 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

D. uses the evaluations, at a minimum, to inform decisions regarding all of the following:

1. the effectiveness of employees, so that they are given ample opportunities for improvement
2. prior to July 1, 2024, promotion, retention, and development of employees, including providing relevant coaching, instruction support, or professional development, and after July 1, 2024, development of employees, including providing relevant coaching, instruction support, or professional development
3. prior to July 1, 2024, whether to grant tenure or full certification, or both, to employees, using rigorous standards and streamlined, transparent, and fair procedures
4. prior to July 1, 2024, removing ineffective tenured and untenured employees after they have had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures

E. provides a mid-year progress report for every teacher who is in the first year of probation or has received a rating of minimally effective or ineffective or, after July 1, 2024, needing support or developing on the most recent year-end evaluation

This mid-year report shall supplement and not replace the year-end evaluation. The mid-year report shall:

1. prior to July 1, 2024, be based, at least in part, on student achievement;
2. be aligned with the teacher's individualized development plan;
3. include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.

F. includes classroom observations in accordance with the following:

1. must include review of the lesson plan, State curriculum standards being taught, and student engagement in the lesson and, as of July 1, 2024, the items described in this paragraph must be discussed during a post-observation meeting between the observer and the teacher
2. must include multiple observations unless the teacher has received an effective or higher rating on the last two (2) year-end evaluations
3. observations need not be for an entire class period but, as of July 1, 2024 must not be less than fifteen (15) minutes

4. one (1) observation may be unscheduled
5. the school administrator responsible for the teacher's performance evaluation shall conduct at least one (1) of the observations

Other observations may be conducted by other observers who are trained in the use of the evaluation tool as described below. These other observers may be teacher leaders.

6. the District shall ensure that, within thirty (30) calendar days after each observation, the teacher is provided with written feedback from the observation
- G. for the purposes of conducting annual year-end evaluations under the performance evaluation system, the District will adopt and implement one (1) or more of the evaluation tools for teachers that are included on the list established and maintained by the Michigan Department of Education ("MDE")

The evaluation tool(s) shall be used consistently among the schools operated by the District so that all similarly situated teachers are evaluated using the same evaluation tool.

- H. the District will post on its public website all of the following information about the measures it uses for its performance evaluation system for teachers:

1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
6. A description of the plan for providing evaluators and observers with training.

- I. the District shall also:

1. provide training to teachers on the evaluation tool(s) used by the District in its performance evaluation system and how each evaluation tool is used

This training may be provided by a district or ~~by a~~ consortium consisting of the District, the intermediate school district, or a public school academy.

2. ensure that training is provided to all evaluators and observers

The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide ~~the~~ training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

3. by not later than September 1, 2024, and every three (3) years thereafter, each individual who conducts an evaluation shall complete rater reliability training provided by the District that complies with M.C.L. 380.1249

The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform assigned

responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked. A teacher rated as ineffective or, as of July 1, 2024, needing support on three (3) consecutive year-end evaluations must be dismissed from employment as a teacher with the District. In such an instance, all relevant evaluation documents may be used in the proceedings.

Prior to July 1, 2024, if a non-probationary teacher is rated as ineffective on an annual year-end evaluation, the teacher may request a review of the evaluation and the rating by the Superintendent. The request for a review must be submitted in writing within twenty (20) days after the teacher is informed of the rating. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based on review. However, the performance evaluation system shall not allow for a review as described in this subdivision more than twice in a three (3) school-year period.

After July 1, 2024, if a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in M.C.L. 380.1248.

The District shall not assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or, after July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations. If the District is unable to comply with this and plans to assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or, after July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations, the Board will notify the student's parent or legal guardian in writing not later than July 15 immediately preceding the beginning of the school year for which the student is assigned to the teacher, that the District is unable to comply and that the student has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective or, as of July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations. The notification shall include an explanation of why the Board is unable to comply. After July 1, 2024, if a teacher requests a review of the teacher's evaluation under the amendments to the statute, the Board must not issue the notification until the review process is complete.

Evaluations shall be conducted of each professional staff member as stipulated in the Teacher Tenure Act, the revised School Code, a negotiated agreement or contract, the Superintendent's administrative guidelines, and as directed by the Michigan Department of Education. A professional staff member shall be given a copy of any documents relating to the staff member's performance which are to be placed in the personnel file.

This policy shall not deprive a professional staff member of any rights provided by State law or contractual rights consistent with State law.

© Neola ~~2024~~2023



Book	Policy Manual
Section	Board Review - 38.2
Title	Copy of PURCHASING
Code	po6320
Status	
Legal	M.C.L. 380.1267, 380.1274 et seq.
Adopted	December 15, 1997
Last Revised	January 18, 2016

6320 - **PURCHASING**

Procurement of all supplies, materials, equipment, and services paid for from District funds shall be made in accordance with all applicable Federal and State statutes, Board policies, and administrative procedures. Standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts are established in Policy 1130, Policy 3110, and Policy 4110 – Conflict of Interest.

All procurement transactions shall be conducted in a manner that encourages full and open competition and in accordance with good administrative practice and sound business judgment.

Each year the State of Michigan informs the School of the legal amount for purchases which require a formal bidding process of a single item.

It is the policy of the Board that the Superintendent seek informal price quotations on purchases/items that exceed the state statute limitation.

Purchases in a single transaction that are in excess of the dollar amount permitted by State statute shall require competitive bids and, whenever possible, have at least three (3) such bids for substantiation of purchase and shall require approval of the Board prior to purchase.

Competitive Bids

Competitive bids are not required for items purchased through the cooperative bulk purchasing program operated by the Michigan Department of Management and Budget pursuant to M.C.L. 18.1263.

Competitive bids are not required for food purchases, unless food purchased in a single transaction costs \$100,000 or more.

Bids shall be sealed and shall be opened by the Superintendent in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest responsible bidder; however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the school;

- D. delivery terms;
- E. past performance of vendor.

In addition to the factors above, the Board may consider and provide a preference to bidders which use a Michigan-based business as the primary contractor and/or which use one (1) or more Michigan-based business as subcontractors.

For purposes of this preference a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the businesses certify that since inception or during the last twelve (12) months it has done one of the following:

- A. have filed a Michigan business tax return showing an allocation of income tax base to Michigan
- B. have filed a Michigan income tax return showing income generated in or attributed to Michigan
- C. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

The Board reserves the right to reject any and all bids.

Bid Protest

A bidder who wishes to file a bid protest must file such notice and follow procedures prescribed by the Request For Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests must be filed in writing with the Office of the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

General Provisions

The Superintendent is authorized to purchase all items within budget allocations.

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the school in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

In order to promote efficiency and economy in the operation of the school, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped but with staggered delivery dates, shall be made a part of the bid specifications.

Before placing a purchase order, the Superintendent shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the school. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that opportunity be provided to as many responsible suppliers as possible to do business with the school.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

Procurement – Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320).

Revised 12/17/12

[Cross References:**po6350]**

© Neola ~~2015~~ **2024**



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Technical Correction NEW SCHOOL CONSTRUCTION, RENOVATION
Code	po6321
Status	
Legal	M.C.L. 380.1267 M.C.L. 380.1264
Cross References	po6350 - PREVAILING WAGE
Adopted	April 17, 2006
Last Revised	June 17, 2019

Technical Correction Policy - Vol. 38, No. 2

6321 - NEW SCHOOL CONSTRUCTION, RENOVATION

Before commencing construction of any new school building or the major renovation of an existing school building, the Board of Education shall consult on the plans for construction or major renovation regarding school safety issues with the law enforcement agency that is the first responder for the school building at issue. For purposes of this paragraph, school building means any building intended to be used to provide instruction to students and any recreational or athletic structure or field intended to be used by students.

Before beginning construction of a new school building, or an addition, repair, repair or renovation of an existing school building, except emergency repairs, the Board of Education shall obtain competitive bids on all the material and labor required for the complete construction of a proposed new building or addition to or repair or renovation of an existing school building which exceeds the State statutory limit (\$20,959 for 2009).

This policy does not apply to buildings, renovations, or repairs costing less than the statutory limit or to repair work normally performed by District employees.

The Board shall advertise for the bids required under subsection:

- A. By placing an advertisement for bids at least once in a newspaper of general circulation in the area where the building or addition is to be constructed or where the repair or renovation of an existing building is to take place and by posting an advertisement for bids for at least two (2) weeks on the Department of Management and Budget website, website on a page on the website maintained for this purpose or on a website maintained by a school organization and designated by the Department of Management and Budget for this purpose.
- B. By submitting the request for bids for placement on the Michigan Department of Management and Budget's website for school organizations, including a link to the District's website.
- C. The advertisement for bids shall do all of the following:

1. specify the date and time by which all bids must be received by the Board at a designated location;
 2. state that the Board will not consider or accept a bid received after the date and time specified for bid submission;
 3. identify the time, date, and place of a public meeting at which the Board or its designee will open and read aloud each bid received by the Board by the date and time specified in **the** advertisement;
 4. state that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Board or the Superintendent of the District. A Board shall not accept a bid that does not include this sworn and notarized disclosure statement.
- D. The Board shall require each bidder for a contract under this **policy**, to file with the Board security in an amount not less than **one-twentieth (1/20)** of the amount of the bid conditioned to secure the District from loss or damage by reason of the withdrawal of the bid or by the failure of the bidder to enter a contract for performance, if the bid is accepted by the Board.
- E. The Board shall not open, consider, or accept a bid that the Board receives after the date and time specified for bid submission in the advertisement for bids as described in subsection C of this policy.
- F. At a public meeting identified in the advertisement for bids described in subsection C of this policy, the Board or its designee shall open and read aloud each bid that the Board received at or before the time and date for bid submission specified in the advertisement for bids. The Board may reject any or all bids, and if all bids are rejected, shall readvertise in the manner required by this policy.

The Board may consider and provide a preference to bidders which use a Michigan-based business as the primary contractor and/or which use one (1) or more Michigan-based business(es) as subcontractors.

For purposes of this **preference**, a Michigan-based business means a business that would qualify for a Michigan preference for procurement contracts under M.C.L. 18.1268, which requires that the **business certifies that, businesses certify that** since inception or during the last twelve (12) **months**, **months** the **business** **it** has done **one (1)** of the following:

1. **have**-filed a Michigan business tax return showing an allocation of income tax base to Michigan
2. **have**-filed a Michigan income tax return showing income generated in or attributed to Michigan
3. withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Michigan Department of Treasury

This preference shall not apply to any procurement or project using Federal funds, nor shall it be used if it would violate any Federal law or requirements.

- G. The competitive bid threshold amount specified in this policy (\$20,959 for 2009) is adjusted each year by multiplying the amount for the immediately preceding year by the percentage by which the average consumer price index for all items for the twelve (12) months ending August 31st of the year in which the adjustment is made differs from that index's average for the twelve (12) months ending on August 31st of the immediately preceding year and adding that product to the maximum amount that applied in the immediately preceding year, rounding to the nearest whole dollar. The current exempt amount must be confirmed with the Michigan Department of Education prior to issuing contracts for construction, renovation, or repair which exceed the amount listed in this policy.

**[Cross References:
po6350]**

© Neola **2024**~~2019~~



Book	Policy Manual
Section	Board Review - 38.2
Title	Copy of PROCUREMENT – FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Legal	2 C.F.R. 200.317 - .326
Adopted	August 15, 2016
Last Revised	June 20, 2022

6325 - PROCUREMENT – FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business;
- B. unnecessary experience and excessive bonding requirements;
- C. noncompetitive contracts to consultants that are on retainer contracts;
- D. organizational conflicts of interest;
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- F. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list yearly.

Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

A. Micro-purchases

Procurement by micropurchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$23,881. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

C. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized

exception to the sealed bid method.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E that firms are a potential source to perform the proposed effort.

D. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration, or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy- two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Revised 3/18/19

Revised 6/17/19

[Cross References:

po6350]

© Neola ~~2024~~2023



Book Policy Manual
 Section Board Review - 38.2
 Title Vol. 38, No. 2 - February 2024 New PREVAILING WAGE
 Code po6350
 Status
 Legal M.C.L. 480.1101, et seq.

New Policy - Vol. 38, No. 2

6350 - PREVAILING WAGE

~~[] The Superintendent shall designate a Prevailing Wage Coordinator for the District who shall be tasked with ensuring compliance with State and Federal regulations concerning prevailing wage rate. [END OF OPTION]~~

[DRAFTING NOTE: If a District selects the above option, the District should also select "Prevailing Wage Coordinator" in the two (2) options below. If the District did not select the above option, select "Superintendent" in the two (2) options below. As a reminder, Superintendent includes the Superintendent's designee by definition. See po0100.]

The Superintendent ~~() Prevailing Wage Coordinator [END OF OPTION]~~ shall oversee the District's obligations under M.C.L. 480.1101, et seq. including, but not limited to, ensuring the following:

- A. A contract for a State Project, entered into pursuant to advertisement and invitation to bid, which requires or involves the employment of Construction Mechanics shall not be approved unless the wage and fringe benefits rate in the contract are not less than the prevailing rates in the Locality in which the work is to be performed.
- B. Before advertising for bids on a State Project, the Superintendent ~~() Prevailing Wage Coordinator [END OF OPTION]~~ shall ask the Commissioner to determine the prevailing rates of wages and fringe benefits for all classes of Construction Mechanics called for in the contract.
- C. A schedule of these rates shall be made part of the specifications for the work to be performed and shall be printed on the bidding forms.
- D. If a contract is not awarded or construction is not undertaken within ninety (90) days of the date of the Commissioner's determination of prevailing rates, the Commissioner must make a redetermination before the contract is awarded.
- E. Every contractor and subcontractor must fulfill its obligations under the statute relating to prevailing wages on State Projects.
- F. Every contract for a State Project must contain the statutory language providing that Construction Mechanics are intended beneficiaries of the contractual prevailing wage, fringe benefit, and non-discrimination, non-retaliation requirements, and provide that any Construction Mechanic aggrieved by the failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the contract or retaliation associated therewith, may bring an action in a court of competent jurisdiction against the contractor or subcontractor for damages or injunctive relief along with other remedies prescribed by statute.

G. The District shall maintain certified payroll records and other records required by law for a minimum of three (3) years.

Contracts on State Projects which contain provisions regarding payment of prevailing wages as determined by the United States Secretary of Labor or which contain minimum wage schedules which are the same as prevailing wages in the Locality as determined by collective bargaining agreements or understandings between bona fide organizations of Construction Mechanics and their employers are exempt from the above requirements.

Additionally, the above requirements do not apply to a State Project if it was paid for, in whole or in part, from revenues from a millage that was authorized under the revised school code, if the millage was authorized before February 13, 2024.

Definitions

Commissioner means the Department of Labor and Economic Opportunity.

Construction Mechanic means a skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on a State Project but shall not include executive, administrative, professional, office, or custodial employees.

Locality means the county, city, village, township, or school district in which the physical work on a State Project is to be performed.

State Project means new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning, or improvement of public buildings, schools, works, bridges, highways, or roads authorized by a contracting agent.

M.C.L. 480.1101, et seq.

© Neola 2024



Book	Policy Manual
Section	Board Review - 38.2
Title	Copy of PAYROLL DEDUCTIONS
Code	po6520
Status	
Legal	M.C.L. 380.1224, 408.477; 423.210 (2012 P.A. 53) M.E.A. v. Secretary of State, (on rehearing) 489 Mich. 104 (2011) Mich. OAG 7187 (2006)
Adopted	December 15, 1997
Last Revised	February 17, 2014

6520 - **PAYROLL DEDUCTIONS**

The Board of Education authorizes in accordance with the provisions of law or upon proper authorization on the appropriate form that deductions be made from an employee's paycheck form for the following purposes:

- A. Federal and State income tax
- B. Social Security
- C. Municipal income tax
- D. Public School Employees Retirement System
- E. Michigan Public School Employment Retirement System (MPSERS) Tax Deferred Payment (TDP) plan
- F. other legally permissible deductions established through an applicable collective bargaining agreement
- G. Section 125 deductions (cafeteria plans)
- H. U.S. Savings Bonds
- I. direct deposit in a chartered credit union and/or bank
- J. contributions to charitable corporations, not-for-profit, and community fund organizations
- K. payment of group insurance premiums for a plan in which at least ten percent (10%) of the District employees participate
- L. payment for benefits of part-time employees who elect to participate in benefits provided to full-time staff
- M. court ordered judgments

To the extent permitted by law and in accordance with the procedures set forth below, the Board of Education declares its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts earned after the effective date of such agreement in return for the Board's agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity company) from any company authorized to transact the business as specified in law in accordance with Section 403(b) of the Internal Revenue Code, and in accordance with the District's administrative guidelines. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds.

In any case where the employee designates the agent, broker or company through whom the Board shall arrange for the placement or purchase of the tax-sheltered annuity, the agent, broker or company must execute a reasonable service agreement, an information sharing agreement, and/or other similar agreements as determined at the discretion of the District. The service agreement shall include a provision that protects, indemnifies, and holds the District harmless from any liability attendant to procuring the annuity in accordance with provisions of the Internal Revenue Code and other applicable Federal or State law.

The Board, by providing employees with payroll deduction services for annuities, is not providing any financial advice to employees, and is not vouching for the suitability of any investment or any annuity provider. The District assumes no responsibility or liability for any investment decisions or losses with respect to employee annuity purchases.

Said agreement shall comply with all of the provisions of law and may be terminated as said law provides upon notice in writing by either party. Employees shall notify the Superintendent's Office in writing if they wish to participate in such a program.

Revised 4/19/99

Revised 5/20/02

Revised 3/19/07

Revised 6/23/08

Revised 9/19/11

© Neola ~~2013~~ 2024



Book	Policy Manual
Section	Board Review - 38.2
Title	Vol. 38, No. 2 - February 2024 Revised RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES
Code	po8800
Status	
Legal	M.C.L. 2.91, 380.1347, 380.1347a, 380.1565 20 U.S.C. 4071 et seq. 29 C.F.R. 1910.1030 Gregoire vs. Centennial School District 907 F2d 1366, (3rd Circuit, 1990) Lee vs. Weisman, 112 S. Ct 2649, 120 L. Ed. 2d 467 (1992)
Cross References	po8805 - FLAGS AND DISPLAYS
Adopted	December 15, 1997
Last Revised	July 15, 2013

Revised Policy - Vol. 38, No. 2

8800 - RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES

RELIGIOUS CEREMONIES AND OBSERVANCES

The Board of Education acknowledges that the U.S. Constitution prohibits it from adopting any policy or rule promoting or establishing a religion or any policy that unlawfully restricts any person's free exercise of the individual right to free exercise of religion enjoyed by all persons. Within the confines of this legal framework, the Board adopts the following policy to address the scope of these rights and the District's authority within its own facilities or during events. Decisions of the United States Supreme Court have made it clear that it is not the province of a public school to advance or inhibit religious beliefs or practices. Under the First and Fourteenth Amendments to the Constitution, this remains the inviolate province of the individual and the church of his/her choice. The rights of any minority, no matter how small, must be protected. No matter how well intended, either official or unofficial sponsorship of religiously oriented activities by the school are offensive to some and tend to supplant activities which should be the exclusive province of individual religious groups, churches, private organizations, or the family.

As public employees, while on duty and acting within the scope of employment or pursuant to official duties, District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. Staff are expected to avoid circumstances where the staff member's expression of religious views could be reasonably construed as an endorsement or approval of the message by the school or District. Nothing in this policy or its application shall serve to prohibit or interfere with any staff member's free exercise of their religious views in circumstances not covered by this policy. The District shall not function as a disseminating agent for any person or outside agency for any religious or anti religious document, book, or article. Distribution of such materials on District property by any party shall be in accordance with Policy 7510 - Use of School Facilities and AG 7510A - Use of District Facilities and Policy 9700 - Relations with Special Interest Groups.

Nothing in this policy prohibits teaching about various religions and religious practices in a manner consistent with any adopted District course curriculum. This instruction may include discussion of religious holidays and customs in a manner related to the curriculum that does not give the appearance of an endorsement of one religion over other religions or favoring either a system or religious beliefs or of other beliefs, such as atheism or agnosticism. Observance of religious holidays through devotional exercises or acts of worship is also prohibited.

Distribution of any outside organization's materials, including a request by any person wishing to facilitate dissemination of materials on District property, may make a request in accordance with Policy 7510 and AG 7510A - Use of District Facilities and Policy 9700 - Relations with Non-School Affiliated Groups and AG 9700A - Distribution of Materials to Students.

Students are not prohibited by this policy from the free, individual, and voluntary exercise or expression of the individual's/person's religious beliefs. However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when individuals are free to associate, or on an individual basis in a manner that does not disrupt the educational process.

Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgement of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.

~~+~~ The Board shall not conduct or sanction a baccalaureate service in conjunction with graduation ceremonies.

~~+~~ The Board shall not include religious invocations, benedictions, or formal prayer at any school-sponsored event.

PATRIOTIC ACTIVITIES AND OBSERVANCES ~~The United States Flag and Pledge of Allegiance~~

The flag of the United States shall be raised above each public school building operated by the District at all times during school hours, weather permitting. This flag shall measure at least ~~four (4)~~ 4 feet ~~two (2)~~ 2 inches by ~~eight (8)~~ 8 feet. A United States flag shall also be displayed in every classroom or other instructional site in which students recite the Pledge of Allegiance.

All students in attendance at school will be provided an opportunity to recite the Pledge each day that school is in session. However, no student shall be compelled to recite the Pledge of Allegiance. No student shall be penalized for failure to participate in the Pledge and the professional staff shall protect any such students from bullying as a result of their not participating in the Pledge.

The building principal or administrator shall be responsible for determining the appropriate time and manner for reciting the Pledge, with due regard to the need to protect the rights and the privacy of a nonparticipating student.

~~x]~~ The District may offer students and staff a Moment of Silence to commemorate a significant event that has a significant impact on the community. The decision to offer a moment of silence shall be the building principal's and/or the Superintendent's decision. No moment of silence shall be described by school officials with reference to religious symbolism or activity. **[END OF OPTION]**

M.C.L. ~~2.91~~, 380.1347, 380.1347a, 380.1565
20 U.S.C. 4071 et seq.
~~29 C.F.R. 1910.1030~~

Gregoire vs. Centennial School District 907 F2d 1366, (3rd Circuit, 1990)
Lee vs. Weisman, 112 S. Ct 2649, 120 L. Ed. 2d 467 (1992)

**[Cross Reference
po8805]**

© Neola ~~2013~~ **2024**