

**HARTLAND CONSOLIDATED SCHOOLS
REGULAR MEETING
BOARD OF EDUCATION
January 18, 2016**

AGENDA

- I. Call to Order, 6:30 p.m., Boardroom, Educational Support Service Center
 - A. Pledge of Allegiance
 - B. Approval of agenda/items for discussion
 - C. Approval of minutes – December 14, 2015 regular meeting
 - D. Call to the public
 - E. Superintendent's Report
 - Board Appreciation
 - F. Board reports & requests
- II. Action Items
 - A. Payment of Invoices
 - B. Resolution – Solicitation of Bids, Bus Loan
 - C. 2016/2017 Hartland High School Curriculum Guide (Discussion & Action)
- III. Discussion Items
 - A. Revision – Student Nutrition Policies 5830 & 9211
- IV. Information
 - A. Future meetings: February 15, 2016, regular, 6:30 p.m., Boardroom, Educational Support Service Center; March 14, 2016, regular, 6:30 p.m., Boardroom, Educational Support Service Center
 - B. Information Items:
- V. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the business of Hartland Consolidated Schools and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in Agenda Item I.D.

DETAILED AGENDA

I. CALL TO ORDER

I.A. PLEDGE OF ALLEGIANCE

I.B. APPROVAL OF AGENDA/ITEMS FOR DISCUSSION

(Recommended action): That the agenda for the January 18, 2016 regular meeting be approved, that policy be set aside allowing Items II.B. and II.C. be treated as action items, and that public participation be allowed on all items. Motion by _____, supported by _____. _____

I.C. APPROVAL OF MINUTES – DECEMBER 14, 2015 MEETING- SEE ATTACHED

(Recommended action): That the minutes of the December 14, 2015 regular meeting be approved. Motion by _____, supported by _____. _____

I.D. CALL TO THE PUBLIC

I.E. SUPERINTENDENT'S REPORT

- Board Appreciation

I.F. BOARD REPORTS & REQUESTS

II.A. PAYMENT OF INVOICES – SEE ATTACHED

(Recommended action): That the Board of Education, upon the recommendation of the Assistant Superintendent for Business & Operations, approves the financial report as of December 31, 2015, and the payment of invoices totaling \$1,668,949.26 and payroll obligations totaling \$3,517,666.79. Motion by _____, supported by _____. _____

II.B. RESOLUTION – SOLICITATION OF BIDS – BUS LOAN – SEE ATTACHED

(Recommended action): That the Board of Education, upon the recommendation of the Assistant Superintendent for Business & Operations, adopts a resolution permitting the district to solicit bids for the loan to purchase nine school buses as approved by the Board of Education at the November 16, 2015 meeting. Motion by _____, supported by _____. _____

II.C. 2016/2017 HARTLAND HIGH SCHOOL CURRICULUM GUIDE – SEE ATTACHED

(NOTE: Prior to action, the Board will have the opportunity to discuss and ask questions regarding the proposed changes for the 2016/17 Curriculum Guide.)

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent, approves the 2016/2017 Curriculum Guide for Hartland High School as presented. Motion by _____, supported by _____. _____

III.A. REVISION – STUDENT NUTRITION POLICIES 5830 & 9211 – SEE ATTACHED

For discussion

IV.A. FUTURE MEETINGS

February 15, 2016, regular, 6:30 p.m., Boardroom, Educational Support Service Center; March 14, 2016, regular, 6:30 p.m., Boardroom, Educational Support Service Center

IV.B. INFORMATION ITEMS

V. ADJOURNMENT

Hartland Consolidated Schools
Regular meeting - Board of Education
December 14, 2015

Members present: C. Kenrick, T. Dumond, C. Costa, B. Gatewood, K. Kaszyca, M. Hemeyer
Members absent: C. Aberasturi
Admin. Present: J. Sifferman, S. VanEpps, C. Hughes, S. Bacon, D. Minsker, L. Pumford, M. Cheney, B. Cain, D. Selix, K. Gregory, A. Lashbrook, M. Otis
Guests: W. Engel, T. Meadows, P. Khosa, K. Butzier, I. Carr, P. Tiano, A. Karromo, C. Mayer, B. Turchi, L. Chouinard, T. Carter, B. Amell, J. Wilson, E. Crossman, K. Justic, D. Justic, K. VanHouten, E. Ball, H. Shanebrook, R. Hilborn, B. Hilborn, E. Crossman, B. Wilson, N. Veik, J. Poch, B. Archer, K. Rose, M. Cirka, E. Schreiner, J. Morrish

President Dumond called the meeting to order at 6:30 p.m. in the Board Room of the Hartland Educational Support Service Center. The Pledge of Allegiance was recited.

Motion by Kenrick, supported by Kaszyca that the agenda for the December 14, 2015 regular meeting be approved, and that public participation be allowed on all items. Motion carried 6-0. 12/14/15 AGENDA APPROVED

Motion by Kaszyca, supported by Gatewood that the minutes of the November 16, 2015 regular meeting be approved. Motion carried 6-0. 11/16/15 MINUTES APPROVED

There was no response to Call to the Public. CALL TO PUBLIC

Superintendent Sifferman introduced Bill Cain, Principal of Village Elementary School. Mr. Cain introduced 1st grade teacher Katie Butzier, whose class performed the Readers' Theatre play "A Wish to be a Christmas Tree" by Colleen Monroe. Twenty-six of Ms. Butzier's 29 students performed the play for the Board of Education and a full audience of parents, students, administrators and staff. Ms. Butzier thanked the Board, Mr. Cain, her parents, and her student teacher, Tracy Robinson, for their support, guidance, and help. She noted that it truly is a privilege to be able to educate children. SUPT. REPORT
HAPPENINGS @ VILLAGE

Ms. Sifferman then introduced Scott Bacon, who updated the Board and public on the current budget status, noting that all 1700 accounts have been visited, adjustments have been made and we have a good understanding of our current financial position. BUDGET UPDATE

Mr. Gatewood thanked the teachers and administrators for all of their work to date, noting we are almost at the "half-way point", and wished everyone a Merry Christmas. Mr. Dumond hoped everyone enjoys their time off and spends time with friends and family. He also has enjoyed visiting several buildings and taking part in their holiday festivities. Ms. Hemeyer reported on the Reading Recovery Conference she attended last month, noting how impressed she was with the presence Hartland Schools had, with 11 teachers and administrators as opposed to the three or four from the other districts. She also attended her first Challenge Day event at the middle school and noted that it was truly moving. BOARD REPORTS

Motion by Kaszyca, supported by Kenrick that the Board of Education, upon the recommendation of the Assistant Superintendent for Business & Operations, approves the financial report as of November 30, 2015, and the payment of invoices totaling \$1,451,419.90 and payroll obligations totaling \$3,104,746.06. Motion carried 6-0. PAYMENT OF INVOICES

Motion by Gatewood, supported by Costa that the Board of Education, upon the recommendation of the Superintendent and the Assistant Superintendent of Personnel & Student Services, adopts the new and revised Board policies as presented and discussed. Motion carried 6-0.

POLICY UPDATES
APPROVED

President Dumond noted the upcoming meetings will be January 18, 2016 at 6:30 p.m., and February 15, 2016 at 6:30 p.m.

UPCOMING
MEETINGS

The meeting was adjourned at 7:00 p.m.

ADJOURNMENT

Respectfully submitted,


Cynthia Kenrick
Secretary


Paula Waters
Recording Secretary

**HARTLAND CONSOLIDATED SCHOOLS
BOARD MEETING ON JANUARY 18, 2016
EXPENDITURES FOR THE MONTH OF DECEMBER 2015**

Check registers and ACH payments:

Date	Description	General Fund	Athletics	Cafeteria	Capital Proj	Debt	TOTAL
12/02/2015	A/P Check Run	\$ 527,045.00	\$ 3,114.06	\$ 8,998.27			\$ 539,157.33
12/08/2015	A/P Check Run	\$ 2,636.80	\$ 1,575.00	\$ 4,771.02			\$ 8,982.82
12/10/2015	A/P Check Run	\$ 44,646.24		\$ 9,888.84			\$ 54,535.08
12/11/2015	A/P Check Run	\$ 536,881.45	\$ 13,966.00	\$ 11,586.47			\$ 562,433.92
12/16/2015	A/P Check Run	\$ 143,773.88	\$ 6,931.16	\$ 4,440.83			\$ 155,145.87
12/18/2015	A/P Check Run	\$ 103,907.73	\$ 1,027.13	\$ 15,156.95		\$ 998.39	\$ 121,090.20
12/31/2015	Prepaid Checks	\$ 14,230.00	\$ 185.00	\$ 7,007.06			\$ 21,422.06
12/31/2015	Void Checks	\$ (234.99)	\$ (310.00)				\$ (544.99)
12/10/2015	Merchant Fees (Comm Ed)	\$ 4,781.44					\$ 4,781.44
12/01/2015	PESG - ACH	\$ 45,409.99					\$ 45,409.99
12/15/2015	PESG - ACH	\$ 34,197.32					\$ 34,197.32
12/29/2015	PESG - ACH	\$ 47,272.62					\$ 47,272.62
12/03/2015	PCMI - ACH	\$ 25,610.13					\$ 25,610.13
12/17/2015	PCMI - ACH	\$ 26,091.23					\$ 26,091.23
12/30/2015	PCMI - ACH	\$ 23,364.24					\$ 23,364.24
TOTAL		\$ 1,579,613.08	\$ 26,488.35	\$ 61,849.44	\$ -	\$ 998.39	\$ 1,668,949.26

Payroll and Benefit expenses:

Date	Net Pay	Federal Taxes	State Taxes	Retirement	Other	Health Equity	TOTAL
12/4/2015	\$ 673,061.75	\$ 262,469.13	\$ 35,669.56	\$ 341,284.61		\$ 18,172.20	\$ 1,330,657.25
12/18/2015	\$ 645,701.87	\$ 249,671.88	\$ 34,049.73	\$ 341,655.12	\$ 140.82	\$ 18,172.20	\$ 1,289,391.62
12/31/2015	\$ 657,785.99	\$ 250,903.80	\$ 34,558.75		\$ 89.63		\$ 943,338.17
DEC HLTH EQ CLAIMS						\$ (45,720.25)	\$ (45,720.25)
TOTAL	\$ 1,976,549.61	\$ 763,044.81	\$ 104,278.04	\$ 682,939.73	\$ 230.45	\$ (9,375.85)	\$ 3,517,666.79

Hartland Consolidated Schools, Livingston County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the Boardroom, Hartland Educational Support Services Center, within the boundaries of the Issuer, on the 18th day of January, 2016, at 6:30 o'clock in the p.m.

The meeting was called to order by Thom Dumond, President.

Present: Members

Absent: Members

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

WHEREAS:

1. Act No. 99, Public Acts of Michigan, 1933, as amended, authorizes this Board to acquire real or personal property for public purposes through an installment purchase contract; and

2. The Board intends to purchase seven (7) 77-passenger school buses and two (2) 77-passenger special needs school buses (the "Property") from Capital City Bus Sales, Lansing, Michigan (the "Vendor"), in an amount not to exceed Eight Hundred Thirty-Nine Thousand Five Hundred Forty-Five Dollars and Ninety-Three Cents (\$839,545.93), and to enter into an installment purchase agreement (the "Installment Purchase Agreement") to finance the purchase of the Property; and

3. The outstanding balance of all Issuer purchases of lands, property or equipment for public purposes, to be paid for in installments (i.e., installment purchase agreements, land contracts, leases, etc.), including purchases made pursuant to this Resolution, exclusive of interest, is \$ 1,156,725; and

4. The taxable value of the real and personal property within the Issuer as of the date hereof is \$ 1,131,160,244; and

5. This Board desires to solicit bids from financial institutions to finance all or a portion of the cost of the Property (the successful bidder herein referred to as the "Bank").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Competitive bids for the purchase of the Property, as required by Section 1274 of the School Code of 1976, as amended, have been submitted, and the Board determines that it is in the best interest of the Issuer to accept the bid of the Vendor. The Issuer has complied with all legal requirements with respect to competitive bidding related to the acquisition of the Property.

2. The Board determines that it is in the best interest of the Issuer to solicit bids from financial institutions to finance the acquisition of the Property through an Installment Purchase Agreement among the Issuer, the Bank and the Vendor for a total amount not to exceed Eight Hundred Thirty-Nine Thousand Five Hundred Forty-Five Dollars and Ninety-Three Cents

(\$839,545.93) at an interest rate of not to exceed four percent (4%) per annum over a period of not to exceed six (6) years with equal semi-annual principal and interest payments beginning November 1, 2016, with semi-annual interest thereon, based upon a 360-day year, 30-day month.

3. A member of the administrative staff or Board of the Issuer is authorized to distribute a Solicitation for Bids to financial institutions in substantially the form attached hereto as Exhibit A and to accept the bid which produces the lowest dollar interest cost to the Issuer within the parameters established by the Board in this Resolution.

4. The Superintendent of Schools or the President, Vice President, Secretary or Treasurer of the Board shall execute an Installment Purchase Agreement in substantially the form attached hereto as Exhibit B on behalf of the Issuer, and the executed Installment Purchase Agreement shall be delivered to the Bank.

5. The Installment Purchase Agreement may not be prepaid, in whole or in part, prior to maturity.

6. The Issuer hereby irrevocably pledges to make the principal installments and interest payments on the Installment Purchase Agreement, beginning with the fiscal year 2016-2017 and during each fiscal year for which an operating budget is adopted, the first operating budget obligation within its authorized millage until such time as the principal installments and interest payments have been paid in full.

7. The Issuer hereby pledges its limited tax full faith and credit for the payment of the principal installments and interest payments on the Installment Purchase Agreement, payable from ad valorem taxes which will be levied within the authorized constitutional and statutory operating millage rate available to the Issuer and an irrevocable appropriation of a sufficient amount of taxes will be made each year from said millage rate for the payment of principal installments and interest payments on the Installment Purchase Agreement.

The obligation to pay the principal installments and interest payments will be the limited tax general obligation of the Issuer, and if tax collections are insufficient to pay the principal of or interest on the borrowing when due, the Issuer pledges to use any and all other resources available for the payment of principal and interest on the Installment Purchase Agreement. As further security, the Issuer may grant the Bank a security interest in the Property.

8. The President, Vice President, Secretary, Treasurer, Superintendent and individual acting in the capacity of the business official are each further authorized to execute any documents or certificates necessary to complete the transaction. Any of those officers may designate, in writing, an individual to act in their place with respect to the powers conveyed in this paragraph.

9. The useful life of the Property is hereby determined to be not less than six (6) years.

10. The Issuer hereby covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the execution of the Installment Purchase Agreement in order that interest thereon be or continue to be excluded from

gross income for federal income tax purposes, including the filing of Form 8038-G or 8038-GC with the Internal Revenue Service.

11. The Issuer hereby designates the Installment Purchase Agreement as a "qualified tax-exempt obligation" for purposes of deduction of interest expense by financial institutions under the Internal Revenue Code of 1986, as amended. In making said designation, the Board determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2016 will not exceed \$10,000,000.

12. The outstanding balance of all of the Issuer's contractual agreements for the purchase of real or personal property, exclusive of interest, does not exceed 1.25% of the taxable valuation of real and personal property in the Issuer.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Hartland Consolidated Schools, Livingston County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on January 18, 2016, 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

JJS/bgk

EXHIBIT A
SOLICITATION FOR BIDS

\$839,545.93

**HARTLAND CONSOLIDATED SCHOOLS
COUNTY OF LIVINGSTON
STATE OF MICHIGAN
INSTALLMENT PURCHASE AGREEMENT
(GENERAL OBLIGATION - LIMITED TAX)**

Unconditional and firm bids for the above Installment Purchase Agreement will be received by Hartland Consolidated Schools, Livingston County, Michigan (the "Issuer") at the Issuer's Administrative Offices, 9525 Highland Road, Howell, Michigan 48843, on Thursday, the 4th day of February, 2016, until 11:30 o'clock in the a.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. Award of the bids will be considered by the Administration on that date.

FAXED BIDS: Bidders may submit signed bids via facsimile transmission to the Issuer at (810) 626-2101 provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at (810) 626-2100.

INSTALLMENT PURCHASE AGREEMENT DETAILS; INTEREST RATE; PAYING AGENT: The Installment Purchase Agreement will be in the form of an agreement prepared by Thrun Law Firm, P.C., and approved by the Issuer's Board of Education among Capital City Bus Sales, Lansing, Michigan (the "Vendor"), the Issuer, and the Bank, dated the date of delivery. Equal semi-annual installments of principal and interest for a period of six (6) years will be due beginning November 1, 2016, with semi-annual interest thereon, based upon a 360-day year, 30-day month. The Installment Purchase Agreement shall bear interest at a rate not exceeding four percent (4%) per annum. If the Bank requires the use of a paying agent for this issue, the paying agent fees, if any, are to be paid by the Bank.

REDEMPTION: The Installment Purchase Agreement may not be prepaid, in whole or in part, prior to maturity.

PURPOSE AND SECURITY: The Installment Purchase Agreement is issued for the purpose of purchasing seven (7) 77-passenger school buses and two (2) 77-passenger special needs school buses. The Installment Purchase Agreement is issued under the provisions of Act 99, Public Acts of Michigan, 1933, as amended. The Issuer has pledged the limited tax full faith and credit of the Issuer for the payment of principal and interest on the Installment Purchase Agreement. The Issuer has further pledged to levy sufficient ad valorem taxes within its authorized millage annually, as a first budget obligation, on all taxable property in the Issuer, said levy must be subject to constitutional and statutory tax rate limitations. The Issuer has reserved the right to issue additional installment purchase agreements of equal standing.

AWARD OF INSTALLMENT PURCHASE AGREEMENT: The Installment Purchase Agreement will be awarded to the Bank whose unconditional and firm bid produces the lowest dollar cost to the Issuer. Any and all fees or charges of the Bank must be incorporated into the interest rate. When the delivery date is established, the Bank will provide a payment schedule consistent with the above-referenced details.

TAX MATTERS: The Issuer has covenanted to comply with those requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to continue the exclusion of interest on the Installment Purchase Agreement from gross income for federal income tax purposes. The Issuer has designated the Installment Purchase Agreement as a "QUALIFIED TAX-EXEMPT OBLIGATION" within the meaning of the Code.

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, the original of which will be furnished without expense to the Bank upon delivery of the Installment Purchase Agreement.

CERTIFICATE REGARDING "ISSUE PRICE": The Bank will be required to furnish, prior to delivery of the Installment Purchase Agreement, a certificate in a form acceptable to Issuer's counsel as to the "issue price" of the Installment Purchase Agreement within the meaning of Section 1273 of the Code.

BIDDER CERTIFICATION - NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012; MCL 129.311, et seq.

CLOSING DOCUMENTS: Drafts of all closing documents, including the form of Installment Purchase Agreement and form of legal opinion, may be requested from Thrun Law Firm, P.C. Final closing documents will be in substantially the same form as the drafts provided. Closing documents will not be modified at the request of a bidder, regardless of whether the bidder's proposal is accepted.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Installment Purchase Agreement for Hartland Consolidated Schools".

Authorized Officer

EXHIBIT B
INSTALLMENT PURCHASE AGREEMENT

PART I

"OBLIGOR" means _____

"VENDOR" means _____

"Property" means _____

"Purchase Price" means \$ _____

"Contract Amount" and "Principal" mean \$ _____

"Maturity Date", "Principal Installment", and "Interest Payment" shall have the meanings as described in Attachment A.

"Dated Date" means _____, _____

"Interest Rate" means the interest rates pursuant to Part II of this Installment Purchase Agreement which shall be _____.

The provisions of Part II of this Installment Purchase Agreement are hereby approved and incorporated herein.

PART II

THIS INSTALLMENT PURCHASE AGREEMENT (the "Installment Purchase Agreement") is dated as of the Dated Date by and between the OBLIGOR, a Michigan municipal corporation, the VENDOR, and _____ (the "BANK"), as assignee of VENDOR or registered assigns. All capitalized terms not defined in Part II shall have the meaning set forth in Part I.

1. Purchase Price, Title and Useful Life. The OBLIGOR agrees to purchase and VENDOR agrees to sell and provide the Property to the OBLIGOR for the Purchase Price. The Purchase Price includes all property, equipment, material, labor, tools, freights, service, cabling and installation. The BANK will pay the Contract Amount to the OBLIGOR in federal funds by wire transfer or other agreed upon method and the OBLIGOR will pay the full Purchase Price including the difference, if any, between the Contract Amount and the Purchase Price to the VENDOR immediately upon the receipt of the Contract Amount and the delivery of the Property to and acceptance of the Property by the OBLIGOR. Upon delivery to and acceptance by the OBLIGOR, title to the Property shall vest in the OBLIGOR. The OBLIGOR shall not sell, assign title to, lease, or obtain further financing with respect to the Property except with the permission of the BANK while Principal remains outstanding under this Installment Purchase Agreement. The OBLIGOR agrees that the useful life of the Property is equal to or longer than

the date of the final payment hereunder. The BANK may pledge this Installment Purchase Agreement as security for any obligation of the BANK. The OBLIGOR will execute a security agreement granting to the BANK a security interest in the Property.

2. Repayment Provisions. The OBLIGOR agrees to pay to the BANK the Principal in the Principal Installments on the Maturity Dates and interest payments on the unpaid Principal balance from the Dated Date at the Interest Rate on the Interest Payment Dates. The Interest Rate shall be the rate set forth in Part I. Interest shall accrue on the unpaid balance of the Principal from the date hereof at the Interest Rate computed on the basis of a 360-day year, 30-day month.

The Installment Purchase Agreement may not be prepaid, in whole or in part, prior to maturity.

It is expressly agreed between the VENDOR and the OBLIGOR, and the BANK by acceptance of the assignment of this Installment Purchase Agreement, that the OBLIGOR shall make all payments of principal or interest due hereunder directly to the BANK or to a depository as shall be designated in writing by the BANK. The OBLIGOR further agrees that it will deposit with the BANK, or if so directed shall deposit with said depository, all payments of principal or interest due hereunder in immediately available funds at least one business day before the date on which said principal or interest due hereunder is due or in such other manner or such other time as the BANK shall approve.

3. Events of Default. Upon the occurrence of any of the following events of default, all or part of the unpaid balance of the amount financed, together with accrued interest charges shall, at the option of the BANK, become immediately due and payable without notice or demand:

a. If the OBLIGOR shall default in the payment when due of (i) any Principal Installment of the amount financed or the interest on the unpaid Principal balance or other amount required to be paid by the OBLIGOR hereunder or (ii) any other indebtedness now or hereafter owing to the BANK, or if the OBLIGOR shall default in the performance of any other obligation of the OBLIGOR hereunder;

b. If any warranty or representation made by the OBLIGOR in this Installment Purchase Agreement or in any financial statement, certificate or other agreement, or document at any time furnished to the VENDOR or the BANK shall be false or inaccurate in any material respect;

c. If the OBLIGOR shall dissolve, become insolvent or make an assignment for the benefit of its creditors;

d. If the BANK at any time in good faith believes that the prospect of payment of any indebtedness is impaired.

If a voluntary or involuntary case in bankruptcy, receivership or insolvency shall at any time be commenced by or against the OBLIGOR, then the entire unpaid balance of the amount financed, together with all accrued finance charges, shall automatically become immediately due and payable, without notice or demand. All or part of the amount financed and accrued finance

charges also may become the terms of any other agreement heretofore or hereafter entered into between the OBLIGOR and the BANK.

4. Incorporation by Reference. The VENDOR agrees to all of the instructions, terms and conditions as outlined in the OBLIGOR'S invitation for bids and the acceptance of the VENDOR'S bid by the OBLIGOR or any other agreement between the OBLIGOR and the VENDOR to purchase the Property (the "Purchase Agreement"). In the event of a conflict in terms between this document and the Purchase Agreement the specific terms of this Installment Purchase Agreement shall govern.

5. Assignment by VENDOR to BANK. The VENDOR hereby irrevocably assigns this Installment Purchase Agreement immediately to the BANK in consideration for payment from the BANK of the Contract Amount. The OBLIGOR hereby consents to that assignment, except with respect to the warranties and other obligations of the VENDOR set forth in Paragraphs 4, 7 and 9 of this Installment Purchase Agreement, all of which shall remain the sole responsibility of the VENDOR and shall not be assignable and the VENDOR hereby acknowledges that all of said warranties and other obligations shall not be assigned and remain the sole responsibility of the VENDOR. With respect to the BANK, the OBLIGOR hereby waives any defenses based upon warranty, failure or inability of the VENDOR to perform its non-assignable obligations or the failure of the Property to perform its intended function. The OBLIGOR'S obligation to the BANK is absolute and unconditional and shall remain in full force and effect until the amounts owed hereunder shall have been paid by the OBLIGOR to the BANK and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

- a. Any failure of title with respect to the VENDOR'S interest in the Property or the invalidity, enforceability or termination of this Installment Purchase Agreement;
- b. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Installment Purchase Agreement;
- c. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the VENDOR or any of its assets or any allocation or contest of the validity of this Installment Purchase Agreement, or the disaffirmance of this Installment Purchase Agreement in any such proceedings;
- d. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the VENDOR from the performance or observation of any obligation, covenant or agreement contained in this Installment Purchase Agreement;
- e. The default or failure of the VENDOR fully to perform any of its obligations set forth in this Installment Purchase Agreement or any other agreement; or
- f. Any casualty or destruction of the Property.

After payment of the Contract Amount, the BANK shall have no liability for payment of monies to the VENDOR or for the performance of any obligations to the VENDOR. The VENDOR represents and warrants that the assignment of this Installment Purchase Agreement to the BANK does not violate any agreement, contract, or loan agreement to which it is a party and that the Installment Purchase Agreement has been duly executed and delivered by the VENDOR.

6. Limited Tax General Obligation. The obligation of the OBLIGOR to pay Principal Installments and interest payments is a limited tax general obligation subject to applicable constitutional, statutory and charter limitations, if any, on the taxing power of the OBLIGOR. The OBLIGOR shall include in its budget and pay each year, until this Installment Purchase Agreement is paid in full, such sum or sums as may be necessary each year to make payments of the Principal Installments and interest when due.

7. Delivery Date. It is agreed that the VENDOR has delivered or will deliver the Property. If the Property is not delivered simultaneously with the execution of this Installment Purchase Agreement, the VENDOR agrees to deliver the Property as provided in the Purchase Agreement.

8. Tax Covenant. The OBLIGOR covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Installment Purchase Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. The OBLIGOR has designated this Installment Purchase Agreement as a "qualified tax-exempt obligation" within the meaning of the Internal Revenue Code of 1986, as amended.

9. Warranty. Warranties, if any, with respect to the Property shall not be assigned but shall remain enforceable by the OBLIGOR.

10. Entire Agreement. Except for closing documents delivered in connection with the Installment Purchase Agreement to the BANK, this Installment Purchase Agreement (including the provisions of the Purchase Agreement incorporated by reference in Paragraph 4 above) constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

11. Amendments. Any attempt to modify the term of this Installment Purchase Agreement or of any supporting document shall be ineffectual unless approved in writing by the BANK.

12. Counterparts. This Installment Purchase Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same agreement.

VENDOR:

CAPITAL CITY BUS SALES,
LANSING, MICHIGAN

OBLIGOR:

HARTLAND CONSOLIDATED SCHOOLS
COUNTY OF LIVINGSTON
STATE OF MICHIGAN

By: _____

Its: _____

By: _____

Its: _____

Approved:

BANK:

(NAME OF BANK)

By: _____

Its: _____

ATTACHMENT A

MATURITY SCHEDULE

MATURITY DATE	PRINCIPAL INSTALLMENT	INTEREST PAYMENT	TOTAL
---------------	--------------------------	---------------------	-------

TOTAL

CERTIFICATE OF ACCEPTANCE AND REPORT OF BIDS

1. At 11:30 a.m. on February 4, 2016, there were received from the following bidders the bids attached hereto and incorporated herein by reference for the purchase of the \$839,545.93 Installment Purchase Agreement (the "Agreement") of Hartland Consolidated Schools, Livingston County, Michigan (the "Issuer"):

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____

2. Pursuant to authority delegated to me by action of the Board of Education at a meeting held on January 18, 2016, the bid of _____ for the purchase of the Agreement of the Issuer is accepted.

3. The Agreement is designated as a "qualified tax-exempt obligation" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended. The Board of Education has covenanted to comply with existing provisions of the Internal Revenue Code of 1986, as amended, necessary to maintain the exclusion of interest on the Agreement from gross income.

IN WITNESS WHEREOF, I have hereto affixed my signature on February 4, 2016.

Rachel Bois
Authorized Officer

JJS/bgk

BOARD OF EDUCATION
SCHOOL DISTRICT

STUDENTS
5830/page 1 of 5

REVISED POLICY - VOL. 30, NO. 1

STUDENT FUND-RAISING

The Board of Education acknowledges that the solicitation of funds from students must be limited since compulsory attendance laws make the student a captive donor and may also disrupt the program of the schools.

For purposes of this policy "student fund-raising" shall include the solicitation and collection of money from students for any purpose and shall include the collection of money in exchange for tickets, papers, or any other goods or services for approved student activities. "Student fund-raising" also includes giving away goods or services, but suggesting a monetary donation.

The Board will permit student fund-raising by students in school, on school property, or at any school-sponsored event only when the profit therefrom is to be used for school purposes or for an activity connected with the schools.

Fund raising by approved school organizations, whose funds are managed by the District, may be permitted in school by the Principal. Such fund-raising that occurs off school grounds may be permitted by the Superintendent. ~~For any fund-raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/or beverages to be sold shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, and also be consistent with requirements set forth in Policy 8500—Food Services.~~

[NOTE: CHOOSE EITHER OPTION 1 OR OPTION 2]

[OPTION 1 - no exceptions]

☐ For any fund raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/or beverages to be sold shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools nutrition standards, and also be consistent with requirements set forth in Policy 8500 - Food Services. Further, there shall be no exemptions from the standards for competitive foods in any of the District's schools.

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[END OF OPTION 1]

[OPTION 2 - exceptions per State law and Michigan Department of Education regulation]

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☒ The Board permits ~~two (2)~~ fundraisers per ~~(1) week (1) month (1)~~ year per school that involve the sale of food items and/or beverages that are an exception to the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations for consumption on campus during the school day by students.

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[NOTE: The Michigan Department of Education's Administrative Policy No. 21 sets the upper limit for non-compliant fundraisers at two (2) per week.]

Other than approved non-compliant fundraisers, the food and/or beverage items to be sold for any other fund-raisers by student clubs and organizations, parent groups, or booster clubs and consumed on campus, shall comply with the current USDA Dietary Guidelines for Americans, and the USDA Smart Snacks in Schools nutrition standards, and also be consistent with requirements set forth in Policy 8500 - Food Services.

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~~If approved, fund raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8500, Food Services, pertaining to the sale of foods and beverages during food service hours, whether those food items and beverages are compliant with, or an exception to, the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools nutrition standards.~~

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~~(-) If an exception is granted to the requirement that food items and beverages are compliant with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools nutrition standards, the Principal shall also maintain records for each exception, including, but not limited to, the length of the fund-raiser, the type, quantity, and price of the food item and/or beverage sold, and the gross and net amount raised.~~

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[END OF OPTION 2]

Fund-raising by students on behalf of those school-related organizations and District support organizations, whose funds are not managed by the District, may be permitted on or off school grounds by the Superintendent.

All ~~other~~ fund-raising by school-related organizations and District support organizations, both those whose funds are managed by the Fiscal Officer and those whose funds are not managed by the Fiscal Officer, shall be done in accordance with Policy 9211 and Board Policy 9700.

The Superintendent shall establish administrative guidelines for the solicitation of funds ~~which that~~ shall:

- A. specify the times and places in which funds may be collected;
- B. describe permitted methods of solicitation which do not place undue pressure on students;
- C. limit the kind and amount of advertising for solicitation;
- D. ~~ensure proper~~ require that the Board approve the distribution or liquidation of monies remaining in a student activity account when the organization is defunct or disbanded; and
- E. limit the number of fund-raising events.

Advisors for approved school organizations shall not accept any form of compensation from vendors that might influence their selection on a vendor that will provide a fund-raising activity or a product that will be sold as a fund-raiser. Furthermore, advisors for approved school organizations shall not accept any compensation from a vendor after a decision has been made regarding a fund-raising activity or a product that will be sold as a fund-raiser. In addition, advisors for approved school organizations who make the selection of a vendor that will provide a fund-raising activity or a product that will be sold as a fund-raiser shall not enter into a contractual arrangement whereby an advisor receives compensation in any form from the vendor that provides a fund-raising activity or a product that will be sold as a fund-raiser.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that an advisor of an approved school organization receives such compensation, albeit unsolicited, from a vendor, the individual shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter properly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Superintendent shall distribute this policy and the guidelines which implement it to each organization granted permission to solicit funds.

M.C.L. 380.1272b
7 C.F.R. Parts 210 and 220
42 U.S.C. 1779

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REVISED POLICY - VOL. 30, NO. 1

DISTRICT SUPPORT ORGANIZATIONS

- [] The Board of Education appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students, and/or provide extra educational benefits not provided for, at the time, by the Board.

District support organizations are defined as any non-profit entity, group, or other organization formed and operating for the purpose of supporting District programs ~~(-) and approved by the Board.~~ These programs may be educational to parents and/or children.

- ~~[] The Board shall offer the opportunity for any authorized school support entity to receive coverage under the District's liability insurance program to protect the entity against claims resulting from damage or injury resulting from any act or omission of any school support entity. The entity shall pay for such coverage upon written notification from the _____.~~

The District name shall not be used to promote the interests of any school support organization without the approval of the Board.

The Board recognizes that parent-teacher organizations and other school-related community organizations are channels through which school personnel, parents, and other citizens may discuss educational concerns, problems and needs and work together toward solutions.

~~Each volunteer-District support organization shall work within the appropriate school setting and in cooperation with the Principal and other staff members.~~

District support organizations shall allow participation by parents, District staff, and members of the community. All meetings should be communicated to the school and be open to the public. District support organizations shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"). Further, persons shall not be excluded from participation in outside support organizations based upon the extent or level of their past participation.

BOARD OF EDUCATION
SCHOOL DISTRICT

RELATIONS
9211/page 2 of 6

The following rules and procedures shall govern the working relationships between the Board, administration, and any District support organization:

- ~~(1) District support organizations shall indemnify and hold the Board harmless from and against any and all claims and causes of action whatsoever arising out of or related to outside support organization acts and omissions in carrying out its activities. Outside support organizations shall purchase liability insurance (riders self insured) to cover such indemnification and to protect the outside support organization and Board against claims for damage or injury resulting from any act or omission outside the support organization. The amount of insurance coverage shall not be less than \$1,000,000 and the outside support organization shall provide the Board with sufficient documentation demonstrating that the Board is named as an additional insured on the policy.~~
- ~~(1) The Board shall offer the opportunity for any authorized school support entity to receive coverage under the District's liability insurance program to protect the entity against claims resulting from damage or injury resulting from any act or omission of any school support entity. The entity shall pay for such coverage upon written notification from the _____.~~
- (+) In addition to parents, membership should be made available to District staff and members of the community.
- () It shall be the responsibility of each District support organization to monitor its activities to assure compliance with Board policy.
- () Each District support organization will submit its bylaws to the _____ office for review and approval.
- () Each District support organization is encouraged to set goals that are consistent with those of the particular programs, activities or athletics being supported as articulated by the coach/advisor and/or athletic director of such program, activity or athletic event, to avoid duplication of effort and to maximize the benefit to the organization or group.

- () The activities of the District support organizations shall not involve the use of public funds and the District shall not assume responsibility for any purchases made on behalf of any support organization governed by this policy. The School District tax identification number shall not be used for District support organization purchases.
- () The time, date, purpose, location and conduct of all fund-raisers on District property shall have prior approval of the _____. District support organizations are encouraged to communicate their preferred activity dates to the _____ as soon as possible as consideration for dates and facilities will be given on a first come, first served basis.
- () Each District support organization must abide by the policies and guidelines established for the use of District facilities and grounds. Projects that require any modification or alteration to District property must be pre-approved by the _____.

[NOTE: CHOOSE EITHER OPTION 1 OR OPTION 2]

- ~~() For any fund raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/or beverages to be sold shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools nutrition standards, and also be consistent with requirements set forth in Policy 8500 Food Services. Further, there shall be no exemptions from the standards for competitive foods in any of the District's schools.~~

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[END OF OPTION 1]

[OPTION 2 - exceptions per State law and Michigan Department of Education regulation]

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- x The Board permits ~~two (2)~~ fund-raisers per ~~(x)~~ week ~~()~~ month ~~()~~ year per school that involve the sale of food items and/or beverages that are not compliant with the current *USDA Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* regulations for consumption on campus during the school day by students.

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[NOTE: The Michigan Department of Education's Administrative Policy No. 21 sets the upper limit for noncompliant fund-raisers at two (2) per week.]

Other than approved non-compliant fundraisers, the food and/or beverages items to be sold for any other fund-raisers by student clubs and organizations, parent groups, or booster clubs and consumed on campus, shall comply with the current *USDA Dietary Guidelines for Americans*, and the *USDA Smart Snacks in Schools* nutrition standards, and also must be consistent with requirements set forth in Policy 8500 – Food Services.

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~~If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8500, Food Services, pertaining to the sale of foods and beverages during food service hours, whether those food items and beverages are compliant with, or an exception to, the current *USDA Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* nutrition standards.~~

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~~[] If an exception is granted to the requirement that food items and beverages are compliant with the current *USDA Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* nutrition standards, the Principal shall also maintain records for each exception, including, but not limited to, the length of the fund raiser, the type, quantity, and price of the food item and/or beverage sold, and the gross and net amount raised.~~

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[END OF OPTION 2]

- (+) ~~All food items and beverages available for sale to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day) as fund-raisers, including items sold by student clubs and organizations, parent groups, or booster clubs, shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards. Fund raisers also include giving away goods or services, but suggesting a monetary donation. All activities must be approved by the principal, in advance. If approved, fund raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8500, Food Services.~~
- () Proceeds from District support organization fund-raisers shall not be commingled with a student activity or other Board accounts. Board employees who commingle such proceeds with a student activity or other Board account shall be subject to discipline.
- () The Superintendent will work with staff to develop administrative guidelines that require each District support organization's fund-raising activities be in compliance with Board policies and that the funds generated by such fund-raising activities and donated to the District are used for school-related projects that have the approval of the Superintendent and principal.

BOARD OF EDUCATION
SCHOOL DISTRICT

RELATIONS
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- () District support organizations are encouraged to obtain 501(c)(3) status so that community members may properly take tax deductions for donations to the organization.
- () School employees and school volunteers may not be compensated in any manner by District support organizations for their work on behalf of the District.
- () Donations from District support organizations must be made in accordance with Board Policy 7230 and any accompanying guidelines.
- () The _____ shall ensure that the Board receives an annual accounting of each group's receipts and expenditures by no later than _____ of each year.
- () The _____ shall arrange to meet annually with District approved support organization treasurer to inform the organization of District accounting practices regarding support organizations.

| M.C.L. 380.1272b
7 C.F.R. Parts 210 and 220