

**HARTLAND CONSOLIDATED SCHOOLS
REGULAR MEETING – BOARD OF EDUCATION
March 18, 2019**

AGENDA

- I. Call to order, 6:30 p.m., Board Room, Educational Support Service Center
 - A. Pledge of Allegiance
 - B. Approval of agenda/items for discussion
 - C. Approval of minutes – February 18, 2019 regular meeting
 - D. Superintendent's Report
 - Happenings at Farms Intermediate School
 - Happenings in Special Education
 - HEA Presentation – Board of Education Appreciation
 - E. Call to the public
 - F. Board reports & requests
- II. Action Items
 - A. Payment of Invoices
 - B. Renewal – Administrators' Contracts
 - C. New – Administrative Dean of Students Contract
 - D. Resolution – Solicitation of Bids - Bus Loan
 - E. Purchase of Dump Truck
- III. Information Items
 - A. Future meetings: April 15, 2019, regular, 6:30 p.m.; May 20, 2019, regular, 6:30 p.m., Boardroom, Educational Support Service Center
 - B. Information Items
- IV. 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.E.

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 March 18, 2019 regular meeting be approved, and that policy be set aside allowing Items II.B., II.C., and II.D to be treated as Action Items.

Motion by _____, supported by _____. _____

I.C. APPROVAL OF MINUTES – FEBRUARY 18, 2019 MEETING- SEE ATTACHED

(Recommended action): That the minutes of the February 18, 2019 regular meeting be approved.

Motion by _____, supported by _____. _____

I.D. SUPERINTENDENT'S REPORT

- Happenings at Farms Intermediate
- Happenings in Special Education
- HEA Presentation – Board of Education Appreciation

I.E. CALL TO THE PUBLIC

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 February 28, 2019 and the payment of invoices totaling \$2,272,576.63 and payroll obligations totaling \$3,179,446.99.

Motion by _____, supported by _____. _____

II.B. ADMINISTRATIVE CONTRACT RENEWALS

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent, approves 2-year contract renewals effective July 1, 2019 for Scott VanEpps, David Minsker, Kate Gregory, Jason Reck, Chris Chanavier, J.D. Wheeler, Steve Livingway, Alice Lashbrook, Mikki Cheney, Ethan Hawker, Lawrence Pumford, Dotty Hottum, Tony Howerton, Mary Day, Stephanie Way, and Michelle Otis. Motion by _____, supported by _____. _____

II.C. NEW - ADMINISTRATIVE DEAN OF STUDENTS CONTRACT

(Recommended action): That the Board of Education, upon the recommendation of the Superintendent, approves a 1-year contract effective July 1, 2019 for Emily Aluia as presented. Motion by _____, supported by _____. _____

II.D. 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 seven school buses as approved by the Board of Education at the November 26, 2018 meeting. Motion by _____, supported by _____. _____

II.E. DUMP TRUCK PURCHASE

(Recommended action): That the Board of Education, upon the recommendation of the Assistant Superintendent for Business & Operations and the Director of Operations, approves the purchase of a 2019 Chevrolet MD550 truck from Todd Wenzel Chevrolet through the MDeal bid system in the amount of \$73,581.00 as presented. Motion by _____, supported by _____. _____

III.A. FUTURE MEETINGS

April 15, 2019, regular, 6:30 p.m., and May 20, 2019, regular, 6:30 p.m., Board Room, Hartland Educational Support Service Center

III.B. INFORMATION ITEMS

IV. ADJOURNMENT

Members present: T. Dumond, C. Costa, C. Kenrick, K. Coleman, M. Hemeyer
Members absent: C. Aberasturi, B. Gatewood
Admin. Present: C. Hughes, S. Bacon, D. Minsker, S. VanEpps, K. Gregory, M. Marino, D. Hottum, M. Day,
S. Livingway, T. Howerton, L. Pumford, S. Way, S. Pearson, L. Archey, S. Usher, E. Aluia
Guests: D. Burton, S. Dembowski, A. Goodwin, C. Kaighen, B. Gietek, N. Campbell, S. Cone, K. Gosbeth,
M. Goodall, D. Corcoran, J. Bittner, K. Evans, J. Pocock, C. Carothers, M. Pedigo, K. DeRosier,
S. Furge, A. Wright

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.

2/18/19 AGENDA APPROVED

Motion by Kenrick, supported by Hemeyer that the agenda for the February 18, 2019 regular meeting be approved.
Motion carried 5-0.

1/14/19 MINUTES APPROVED

Motion by Hemeyer, supported by Costa that the minutes of the January 14, 2019 regular meeting be approved.
Motion carried 5-0.

SUPERTINTENDENT'S REPORT

HAPPENINGS AT VILLAGE ELEMENTARY

Mr. Hughes introduced Principal Day from Village. Mrs. Day introduced teachers Ms. Cone, Ms. Corcoran and Ms. Bittner to talk about literacy at Village, their summer reading program, and the importance of reading at home. They have put together a program to collect and provide books to students to take home over the summer to prevent "summer slide". Mrs. Day stated that 90% of students participating in the summer reading program have stayed the same or increased their level in reading.

Mr. Dumond asked what they do for students who do not like reading. Mrs. Day responded that the teacher knows what the students like, and tries to tailor the books to their liking to increase motivation.

Mr. Hughes talked about the importance of reading every day at school as well as at home.

HAPPENINGS IN STUDENT NUTRITION

Mr. Hughes introduced Lisa Archey, Director of Student Nutrition. Lisa stated that the mission of the Student Nutrition Department is to feed students so they are ready and able to learn in the classroom. She talked about the importance of making lunchtime a positive experience for all students. She introduced some of her staff who attended and thanked them for doing such a great job with the students every day.

Mrs. Kenrick thanked Lisa and her staff for all they do and for always evolving and trying to find new products to offer.

Mr. Dumond asked if we are still having to keep up with a lot of government regulations like we were a few years ago.

Lisa said there have not been a lot of changes or new requirements in recent years.

Scott Bacon asked if vendors have caught up to providing food that meets these regulations and Lisa said they are doing a much better job now.

HEART SAFE SCHOOL AWARD

Mr. Hughes introduced Scott VanEpps who introduced the school nurse, Darci DelProposto. Darci introduced Lisa Shea, Manager for Student Heart Check at Beaumont Health Foundation, who recognized Hartland Schools as a recipient of the Heart Safe School award for implementing a plan and training schools how to respond to a cardiac emergency. Ms. Shea commended Darci for implementing the program in so many schools so quickly. Darci explained that six of our seven buildings received the award (all buildings except the High school).

Chris Costa asked how many people are on a team. Darci responded that at least 2 staff members per building are trained.

PARTNERS IN PROGRESS (PIP) PRESENTATION

Mr. Hughes introduced Stefanie Furge who was hired as editor-in-chief of the Partners in Progress project to create a social media footprint for Hartland. Stephanie showed a prototype of the Hartland Living website and showed different aspects of the website including the different entities (Cromaine Library, Hartland Township, Hartland Chamber and Hartland Schools) and the calendar. Mr. Hughes thanked Stefanie, Amanda Wright, and Scott Usher for all of their work on this project. Mr. Hughes thanked the Board for their support of this project.

CALL TO THE PUBLIC

Matt Pedigo wanted to thank Mr. Hughes and the Board for their decision to change his bus stop. He expressed his concern that the change is for this year only, and that he will have to make the same request again at the beginning of the next school year and wait up to five weeks.

BOARD REPORTS AND REQUESTS

Mr. Dumond talked about the conference himself and other Board members attended at LESA a few weeks ago. The Board agreed they learned a lot and it was a good time to bond, meet Board members from other districts, and learn new things.

Chris Costa talked about going to the girls' basketball game, how nice it was to see so many people there, the band, and how well behaved the students were.

PAYMENT OF INVOICES

Motion by Costa, supported by Kenrick that the Board of Education, upon the recommendation of the Assistant Superintendent for Business & Operations, approves the financial report as of January 31, 2019, and the payment of invoices totaling \$1,412,910.40 and payroll obligations totaling \$3,030,695.88. Motion carried 5-0.

2019 USF BIDS FOR NETWORK ELECTRONICS, CABLING AND WIRELESS

Motion by Coleman, supported by Hemeyer that the Board of Education, upon the recommendation of the Assistant Superintendent for Business Operations and the Technology Director, approves the purchase of network electronics, cabling and wireless in the amount of \$271,268.29 as presented. Motion carried 5-0.

Scott Bacon thanked Scott Usher for his work on the bidding process.

2018/19 BUDGET AMENDMENTS: GENERAL FUND, ATHLETICS, and CAFETERIA

Motion by Hemeyer, supported by Costa that the Board of Education, upon the recommendation of the Assistant Superintendent for Business Operations, approves budget amendments as presented. Motion carried 5-0.

Scott Bacon thanked Rachel Bois for all of the detail and explanation of the amendments. All three budgets that were amended are in good shape.

NEW HIRE

Motion by Kenrick, supported by Hemeyer that the Board of Education, upon the recommendation of the Superintendent, offers a probationary teaching contract to Carrie Jernigan for the 2018-19 school year (effective March 4, 2019), at the Step 2, BA +10 salary tract (\$43,593), pending verification of credentials and Public Acts 99, 83 & 189 requirements, if applicable. Motion carried 5-0.

Chris Costa asked why we are hiring a new teacher at this point in the school year. Mr. Hughes explained that the music teacher at Round, Mary Jo Baynes, recently retired. Principal Hottum introduced Ms. Jernigan.

DUMP TRUCK PURCHASE

Scott Bacon talked about the replacement schedule and the dump truck being 15 years old; and that it is time to replace it. The purchase will be less than he was originally thinking it would cost. With buying the new one and selling the current one, we will have some money to put back into the fund.

Michelle asked what the process is to sell the truck. Matt Marino responded that it will be sold at auction.

Cyndi Kenrick thanked Matt Marino and his team for their hard work snowplowing the parking lots and sidewalks.

FUTURE MEETINGS

Mr. Dumond noted that the next meeting is March 18, 2019, regular meeting at 6:30 p.m., and April 15, 2019, regular meeting, 6:30 p.m.

ADJOURNMENT

The meeting was adjourned at 7:33 p.m.

Respectfully submitted,

A handwritten signature in cursive script, reading "Michelle Hemeyer". The signature is written in dark ink and is positioned above the printed name and title.

Michelle Hemeyer
Secretary

A handwritten signature in cursive script, reading "Renee Braden". The signature is written in dark ink and is positioned above the printed name and title.

Renee Braden
Recording Secretary

HARTLAND CONSOLIDATED SCHOOLS
BOARD MEETING ON MARCH 18, 2019
EXPENDITURES FOR THE MONTH OF FEBRUARY 2019

Check registers and ACH payments:

Date	Description	General Fund	Athletics	Cafeteria	Capital Proj	Debt	Activity	TOTAL
02/01/2019	A/P Check Run	\$ 416,479.27	\$ 387.53	\$ 390.84	\$ 9,918.71		\$ 9,103.62	\$ 436,279.97
02/07/2019	A/P Check Run	\$ 182,379.30	\$ 9,327.92	\$ 22,071.45			\$ 29,396.83	\$ 243,175.50
02/14/2019	A/P Check Run	\$ 405,866.85	\$ 1,808.18	\$ 15,105.50	\$ 2,072.16	\$ 165.46	\$ 27,216.69	\$ 452,234.84
02/19/2019	A/P Check Run		\$ 902.00				\$ 157.40	\$ 1,059.40
02/20/2019	A/P Check Run	\$ 5,000.00						\$ 5,000.00
02/22/2019	A/P Check Run	\$ 2,695.45						\$ 2,695.45
02/22/2019	A/P Check Run	\$ 439,459.84	\$ 3,943.39	\$ 17,637.20	\$ 414.75		\$ 40,665.89	\$ 502,121.07
02/27/2019	A/P Check Run		\$ 50.00				\$ 277.00	\$ 327.00
02/28/2019	A/P Check Run	\$ 422,170.64	\$ 1,112.00	\$ 17,711.84			\$ 10,134.72	\$ 451,129.20
02/28/2019	Prepaid Checks	\$ 43.25	\$ 5,645.00					\$ 5,688.25
02/28/2019	Void Checks	\$ (3,856.45)					\$ (750.00)	\$ (4,606.45)
02/11/2019	Merchant Fees (Comm Ed)	\$ 7,885.21					\$ 135.79	\$ 8,021.00
02/07/2019	PCMI - ACH	\$ 64,370.89						\$ 64,370.89
02/21/2019	PCMI - ACH	\$ 19,634.33						\$ 19,634.33
02/08/2019	EDUSTAFF - ACH	\$ 26,365.46						\$ 26,365.46
02/22/2019	EDUSTAFF - ACH	\$ 44,534.39						\$ 44,534.39
02/26/2019	PNC VISA - ACH	\$ 14,546.33						\$ 14,546.33
TOTAL		\$ 2,047,574.76	\$ 23,176.02	\$ 72,916.83	\$ 12,405.62	\$ 165.46	\$ 116,337.94	\$ 2,272,576.63

Payroll and Benefit expenses:

Date	Description	Net Pay	Federal Taxes	State Taxes	Retirement	Other	Health Equity	TOTAL
2/4/2019	RETIREMENT-1/25/19 PAYDATE				\$ 365,410.65			\$ 365,410.65
2/8/2019	2/8/2019 PAYDATE	\$ 947,913.89	\$ 372,804.37	\$ 51,432.08	\$ 480,250.20	\$ 6,586.07	\$ (21,083.76)	\$ 1,837,902.85
2/22/2019	2/22/2019 PAYDATE	\$ 676,078.82	\$ 232,839.46	\$ 34,546.52		\$ 4,302.21	\$ (21,083.76)	\$ 926,683.25
FEB HEALTH EQUITY CLAIMS							\$ 49,450.24	\$ 49,450.24
TOTAL		\$ 1,623,992.71	\$ 605,643.83	\$ 85,978.60	\$ 845,660.85	\$ 10,888.28	\$ 7,282.72	\$ 3,179,446.99

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into at Hartland, Michigan this 1st day of July, 2019 by and between the Hartland Consolidated School District, (hereinafter called the "School District"), and **Emily Aluia** (hereinafter called the "Dean of Students").

Whereas, the Board at a meeting held on the 18th day of March, 2019, approved the employment of the Administrator as Dean of Students in accordance with the terms and conditions of this contract per the attached resolution; and

Whereas, the Administrator desires to be employed by the Board in accordance with the terms and conditions of this contract;

Now, therefore, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. The School District hereby employs the, Dean of Students and the employee agrees to work for the School District as an administrator (230 days), or as may be assigned, for one (1) year commencing on August 15, 2019 and ending on June 30, 2020.
2. The Dean of Students is subject to assignment and transfer to any other position at the discretion of the Superintendent of Schools or the Board of Education of the School District. The employee agrees that he/she shall not be deemed to be granted continuing tenure in the position specified in this contract or in any capacity other than as a classroom teacher (if the probationary period for tenure as a teacher is fulfilled) by virtue of this Agreement or any employment assignment within the School District, nor shall failure of the School District to continue or re-employ such employee in any capacity other than as a classroom teacher, be deemed a breach of this Agreement or discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.
3. The Dean of Students agrees to serve the District and perform faithfully those duties which are directed by the Board of Education of the School District, or its designee, and to obey and fulfill the rules and regulations as established by state law or by the Superintendent and Board of Education of the School District from time to time and to carry out its educational programs and policies during the entire term of this Agreement.
4. The Dean of Students agrees to abide by all policies adopted by the School District.
5. The Dean of Students agrees not to hold any other non-educational position while employed with the Hartland Consolidated School District.
6. For all services rendered by the employee hereunder, the School District shall pay to the Dean of Students an annual salary in the amount of not less than **\$81,097** payable in bi-weekly installments. Consistent with the provisions of Section 1250 of the Revised School Code, the Dean of Students' job performance and accomplishments will be significant factors in determining compensation adjustments. The Dean of Students will, at a minimum, receive a salary adjustment equal to the annual teachers' contract increase or decrease percentage, if applicable.
7. Fringe benefits. The Board shall pay the full premium cost of the following:
 - A. Group term Life Insurance with Accidental Death and Disability, and Long-Term Disability Insurance as offered by the district.

Continued

- B. Up to full family medical insurance, as defined by the district's insurance carrier, including dental and vision insurance. Beginning July 1, 2013, health insurance premium benefits will be amended to comply with PA152 of 2011.
 - C. The School District reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the District, is maintained during the term of this Contract. The District further reserves the right to self-fund any insurance benefit. The School District shall not be required to remit premiums for any insurance coverages for the employee and his or her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling on all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Dean of Students is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by remitting the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.
8. The Dean of Students represents that he/she holds all credentials required by law and by the District to serve in the position assigned. If at any time the Dean of Students fails to hold the required credentials, or fails to satisfy the applicable certification or continuing education requirements required by the Revised School Code or the Department of Education, this contract shall automatically terminate.
9. This contract may be extended or not renewed either by option of the Board or by operation of law, as follows:
- A. The Board may take action prior to March 30 of each year of this contract to extend this contract for an additional year.
 - B. The Board may non-renew this contract in accordance with Section 1229 of the Revised School Code. This contract shall be extended by operation of law for an additional year unless it has been non-renewed in accordance with Section 1229 of the Revised School Code
10. In addition to this Agreement terminating upon timely notice given to the employee pursuant to paragraph 9 above, this Agreement may be terminated at any time for acts of moral turpitude, misconduct, or if the employee violates any of the terms or covenants of this Agreement. During the term of this contract the Dean of Students shall be subject to discharge for causes that are not arbitrary or capricious.
- This contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Dean of Students shall be given at least ninety (90) days-notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.
11. Personal Business and Sick Days. The Dean of Students shall be granted 4 personal business days and 10 sick days for each contract year.

Continued

12. Integration Clause. This Contract contains the entire agreement and understanding of the parties with respect to the employment of the Dean of Students. No prior or concurrent representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are canceled and superceded by the terms of the Contract. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board of Education, and signed by authorized signatories of the School District. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract.

In witness whereof, the parties have duly executed this Dean of Students' Employment Contract as of the day and year written in the opening paragraph.

Emily Aluia

Chuck Hughes, Superintendent

Date

Date

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

A regular meeting of the board of education of the District (the "Board") was held in the Boardroom, Educational Support Services Center within the boundaries of the District, on the 18th day of March, 2019, at ____ o'clock in the ____m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. 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) new school buses (the "Property") from Midwest Transit Equipment, Inc., Marshall, Michigan (the "Vendor"), in an amount not to exceed Six Hundred Sixty-Nine Thousand Two Hundred Sixty-Nine Dollars and Thirty-Seven Cents (\$669,269.37), 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 \$1,219,399; and

4. The taxable value of the real and personal property within the Issuer as of the date hereof is \$1,274,978,635; 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.

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 Six Hundred Sixty-Nine Thousand Two Hundred Sixty-Nine Dollars and Thirty-Seven Cents (\$669,269.37) at an interest rate of not to exceed six percent (6%) per annum over a period of not to exceed six (6) years with equal semi-annual principal and interest payments beginning November 1, 2019, 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 2019-2020 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.

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 (the "Code"), 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 Code. 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 2019 will not exceed \$10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

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 March 18, 2019, 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

FGH/ssw

EXHIBIT A

SOLICITATION FOR BIDS

\$669,269.37

**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 administrative offices of the Issuer, 9525 E. Highland Road, Howell, Michigan 48843-9098, on Monday, the 25th day of March, 2019, until 10:00 a.m. 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 Midwest Transit Equipment, Inc., Marshall, 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, 2019, based upon a 360-day year, 30-day month. The Installment Purchase Agreement shall bear interest at a rate not exceeding six percent (6%) 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) new 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. By submitting a bid, the bidder represents to the Issuer that it intends to hold the Installment Purchase Agreement for its own account with no present intention to reoffer the Installment Purchase Agreement unless the bidder has notified Issuer's counsel, in writing, at least 72 hours before the bid deadline that the bidder intends to reoffer the Installment Purchase Agreement.

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.

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. 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.

4. 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 3, 6 and 8 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. 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.

5. 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.

6. 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.

7. 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.

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

9. 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 3 above) constitutes the entire agreement of the parties. All other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

10. 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.

11. 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:

MIDWEST TRANSIT EQUIPMENT,
INC., MARSHALL, MICHIGAN

OBLIGOR:

HARTLAND CONSOLIDATED
SCHOOLS
COUNTY OF LIVINGSTON
STATE OF MICHIGAN

By: _____

By: _____

Its: _____

Its: _____

Approved:

BANK:

(NAME OF BANK)

By: _____

Its: _____

ATTACHMENT A

MATURITY SCHEDULE

MATURITY DATE	PRINCIPAL INSTALLMENT	INTEREST PAYMENT	TOTAL
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TOTAL