

Central Montcalm Public School
Board of Education
Minutes of August 20, 2012

The regular meeting of the Central Montcalm Public School Board of Education was called to order by President Bowen in the Media Center at the High School on August 20, 2012 at approximately 7:00 p.m.

Present: Doug Bowen, Roxanne Switzer, Bill Simpson, Todd Giles, and Mark Grossbauer.

Absent: Mike Barnwell and Bill Collins.

The organizational and regular meeting minutes of July 25, 2012, as amended, and the special meeting minutes of July 30, 2012, as submitted, were approved. The Treasurer's Report for the month ended July 31, 2012 was approved. Motion by Simpson, supported by Giles, that the general fund and debt retirement bills from July 22 to August 16, 2012, in the amount of \$871,049.70, be ratified. Those in favor 5, opposed 0. Motion carried.

President Bowen acknowledged the calendar of events. Superintendent Teall highlighted some upcoming dates for the Board.

Foods Manager Mitchell gave a brief overview of the bidding process utilized through the HPS service.

Ms. Nicole Ciganik voiced her concerns in connection with no school nurse, and she requested that the Board reconsider their budget cut of the school nurse.

Motion by Switzer, supported by Grossbauer, that the Board of Education approve the Consent Agenda as follows:

1. To employ Jeremy Tiffany as the Plant Maintenance Worker, effective August 21, 2012.
2. To accept the resignation of James Rogers, from his paraprofessional position, effective immediately.
3. To accept the resignation of Lori Brace, from her position of delivery driver, effective immediately.
4. To accept the resignation of Chelsea Burtenshaw from her position of custodian, effective August 22, 2012.
5. To recall Jennifer Thrush as a probationary teacher, effective the 2012-2013 school year.
6. To extend the student handbooks for CM Elementary School for 2011-2012.
7. To approve tenure for eligible teachers, i.e., Dan Basom, Shannon Powell, Alan Dawe and Shauna Thompson.
8. To accept the resignation of Stacey Peterman from her position of paraprofessional, effective immediately.

Those in favor 5, opposed 0. Motion carried.

Motion by Switzer, supported by Grossbauer, that the Board of Education ratify an agreement with the Michigan Department of Education in connection with catering services at Camp Tuhsmeheeta through the summer months, as recommended by Food Services Manager Mitchell. Those in favor 5, opposed 0. Motion carried.

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Motion by Simpson, supported by Giles, that the Board of Education approve additional staff for the Great Start Readiness Program for FY 2012-2013, as follows: one teacher and one part-time paraprofessional. Those in favor 5, opposed 0. Motion carried.

Mr. Jesse Nelson of Umbaugh & Associates presented the outcome of the bids received for the 2012 Refunding Bonds for the district.

Motion by Switzer, supported by Grossbauer, that the Board of Education approve the resolution to award the bid for 2012 Refunding Bonds in the amount of \$1,930,000, to Chemical Bank. (Said resolution is attached hereto and incorporated herein by reference.) Those in favor 5, opposed 0. Motion carried.

The Board received a report from the Personnel Committee in connection with the Foods Department. It was their recommendation to restructure the foods department at this time with the goal of attaining some cost savings.

Motion by Switzer, supported by Giles, that the Board of Education approve the restructure of the Food Service Department in accordance with the recommendation of Manager Mitchell; and authorize Superintendent Teall to post the necessary positions to implement the restructure. Those in favor 5, opposed 0. Motion carried.

Motion by Giles, supported by Switzer, that the Board enter into executive session at 7:47 p.m. Those in favor 5, opposed 0. Motion carried.

Motion by Simpson, supported by Giles, that the Board return to regular session at 8:08 p.m. Those in favor 5, opposed 0. Motion carried.

Motion by Switzer, supported by Giles, that the Board concurs with the administrative recommendation in connection with Student #15026. Those in favor 5, opposed 0. Motion carried.

Meeting adjourned.

Respectfully submitted,

Roxanne Switzer
Secretary

INTERLOCAL FOOD SERVICES AGREEMENT

The Central Montcalm Public Schools (CMPS) and the State of Michigan (State), by its Michigan Department of Education (MDE), under delegated authority from the Department of Management and Budget, enter into this agreement (Agreement) under the Urban Cooperation Act, MCL 124.501, *et seq.* The CMPS AND MDE are together referred to as the "Parties"

WHEREAS, MDE desires to receive food services for the Camp Tuhsmeheeta.

WHEREAS, CMPS, the Local Public Entity can provide the food services on a cost effective basis.

WHEREAS, the Revised School Code Section § 627(4) generally authorizes intermediate school districts to provide to constituent districts services that can be accomplished more cost effectively by an intermediate school district, and to charge a fee for such services.

THEREFORE, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

ARTICLE I

DESCRIPTION OF CMPS SERVICES

1.1 Description of Services. CMPS shall provide to the MDE, for the Camp Tuhsmeheeta, the food services set forth in Appendix A, including but not limited to the employment and supervision of all incidental business and administrative supervisory and support staff, and all personnel, supplies and other items, necessary to render the services (collectively the "Services"). Appendix A may, from time to time, be amended by agreement of the Parties.

1.2 Services Personnel. CMPS shall furnish to MDE the names of all primary personnel to be utilized by CMPS in connection with the performance of the Services. Personnel assigned by CMPS to perform Services for MDE shall be experienced, fully qualified and certified or licensed as or when legally necessary to perform the Services pursuant to and in conformance with the provisions of the Michigan Revised School Code. CMPS represents that it has secured any necessary licenses, approvals and regulatory authorizations to provide the Services.

1.3 Standard of Services. CMPS shall ensure that the individuals which CMPS assigns to perform Services for MDE adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.

1.4 Background Checks. CMPS shall not assign any employee or agent to perform Services without first conducting employment reference checks and any legally required criminal background checks, and reviewing the results of the same with MDE. MDE reserves the right to refuse the assignment of any employee of CMPS to render Services where the employment or any criminal record history or employment references for that individual (including any pending criminal charges) indicate, in MDE's judgment, unfitness to perform Services. CMPS is

responsible for all costs related to the background checks.

1.5 Compliance with Policies. The individuals whom CMPS assigns for Services to MDE under this Agreement shall abide by those policies of MDE which are applicable to performance of Services under this Agreement. This includes, but is not limited to Public Act 129-131 and 138 of 2005.

1.6 Approval of Subcontractors. CMPS may not delegate any duties under this Agreement to a subcontractor unless MDE gives prior approval to the delegation. The MDE is entitled to receive copies of and review all subcontracts. The MDE may require CMPS to terminate and replace any subcontractor the MDE reasonably finds unacceptable.

ARTICLE II

RELATIONSHIP OF PARTIES

2.1 Independent Contractor. The Parties intend that an independent contract or relationship exist between CMPS and MDE, and that nothing in this Agreement shall be construed as being inconsistent with that status and relationship. All individuals which CMPS assigns for Services to MDE shall be employees of CMPS, and shall never be considered as employees or individual agents or contractors of MDE for any purpose. No such CMPS employees or agents are entitled to any of the rights, compensation or other benefits which MDE may provide to its own employees.

2.2 CMPS as Employer. CMPS shall be regarded, designated and considered to be the employer with respect to all individuals whom CMPS may select and assign to provide Services. CMPS shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom CMPS utilizes in connection with providing Services.

2.3 Employment Claims to CMPS. CMPS shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of CMPS employees designated by CMPS to perform the Services.

- (a) These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by CMPS employees in connection with this Agreement.
- (b) All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting there from shall be the sole and exclusive responsibility of CMPS.

2.4 Non-Exclusive Services. MDE does not agree to use CMPS exclusively for the provision of Services or otherwise. It is understood and acknowledged that MDE is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the Parties under this Agreement.

2.5 CMPS Taxation Responsibilities. CMPS shall be responsible for any taxation consequences to it or its employees as a result of CMPS engagement under this Agreement. CMPS shall be responsible, as legally required, to report as income its compensation received from MDE. CMPS shall make, on behalf of itself and its employees, including its employees performing Services, all requisite tax filings and payments to the appropriate federal, state, and local tax authorities. No part of compensation to CMPS under this Agreement shall be subject to withholding by MDE for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

ARTICLE III

TERM OF AGREEMENT AND EARLY TERMINATION

3.1 Term. This Agreement shall commence on the effective date set forth in Section 8.13 (Effective Date) and remains in full force and effect until at least the expiration date set forth in Appendix A. This Agreement shall continue in full force and effect after the expiration date set forth in Appendix A until either Party provides the other Party with written notice of termination. Such written notice shall be provided at least thirty (30) calendar days prior to the termination date identified in the written notice of termination.

3.2 Early Termination. This Agreement may be terminated for any reason by either Party upon thirty (30) calendar days written notice. In the event that this Agreement is terminated, MDE will pay CMPS for Services provided up to and including the date set for termination. Any funds remitted by MDE to CMPS in excess of the pro-rata charges for Services provided by CMPS up to and including the date set for termination will be returned to MDE by CMPS. Any such amounts owed shall be paid within thirty (30) days of the date set for termination of this Agreement. MDE may terminate the Agreement, for cause, effective immediately by notifying CMPS in writing, if the CMPS breaches any of its material duties or obligations under the Agreement.

ARTICLE IV

INVOICE AND PAYMENT

4.1 Compensation and Payment. In consideration of the Services provided to MDE by CMPS, MDE will pay CMPS for Services on the basis and at the rate specified in Appendix A. Appendix B includes sample menus.

4.2 Invoice Procedure. CMPS shall submit to MDE on the periodic basis, as set forth in Appendix A, an invoice setting forth all applicable charges for the billing interval, itemized generally for Services performed during such period.

- (a) MDE will remit payment on undisputed invoices within thirty (30) days of receipt.
- (b) If MDE disputes the accuracy of any invoice delivered by CMPS, MDE shall, within

thirty (30) business days of receipt, deliver a written notice and explanation of such dispute to CMPS. CMPS shall meet with MDE to review the invoice and account within ten (10) business days.

4.3 CMPS Services Costs. CMPS shall have sole and exclusive responsibility for the following costs and charges attributable to the persons (i.e., who are CMPS employees and MDE approved subcontractors) CMPS assigns to perform Services:

- (a) All wage and salary compensation.
- (b) All required statutory or contractual pension and retirement contributions.
- (c) All applicable state and federal employment taxes and FICA.
- (d) All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by CMPS's employees or agents pursuant to this Agreement.
- (e) All applicable premium costs for insurance coverages and programs applicable to CMPS's personnel.
- (f) All expenses whether out-of-pocket or overhead, in providing Services.

ARTICLE V

CMPS RESPONSIBILITIES AND INSURANCE

5.1 CMPS Responsibilities. CMPS shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of CMPS employees, agents, or subcontractors in connection with the performance of Services.

5.2 Workers' Compensation. CMPS shall procure and maintain in full force and effect workers' compensation insurance covering its employees while those persons are engaged in performing Services.

5.3 Minimum Insurance. CMPS shall carry comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect CMPS and the State, MDE, other State departments, divisions, agencies, offices, commissions, officers, employees and agents against liability or claims of liability which may arise out of CMPS provision of Services under this Agreement.

5.4 Insurance Certificates. CMPS shall provide MDE, upon request by MDE, certificates evidencing all coverages and endorsements and including the State, MDE, other State departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insured as required hereunder. Failure of MDE to make such request shall not affect MDE's rights under this Article. Additionally, the insurance certificate(s) must provide that the

policies of insurance will not be modified, cancelled, or allowed to expire without first giving Thirty (30) days prior written notice to MDE.

5.5 Waiver of Subrogation. The CMPS releases the State, MDE, other State departments, divisions, agencies, offices, commissions, officers, employees and agents from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

ARTICLE VI

CONFIDENTIALITY

6.1 RESERVED

6.2 Confidentiality. CMPS shall observe all laws, as well as the policies and directives of MDE, to preserve the confidentiality of the Camp Tuhsmeheeta records and information, including student education records and student personally identifiable information (Confidential Information), to the extent that CMPS (its employees and agents) are permitted to access such records or information."

6.3 Confidential Information.

CMPS will not: (i) make any use of the Confidential Information of the other except as contemplated by this Agreement; (ii) acquire any interest or license in or assert any lien against the Confidential Information of MDE; or (iii) if requested to do so, refuse for any reason to promptly return MDE's Confidential Information.

CMPS will limit disclosure of the Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Agreement. Disclosure to, and use by a subcontractor is permissible where: (i) use of a subcontractor is authorized under this Agreement; (ii) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's scope of responsibility; and (iii) CMPS obligates the subcontractor in a written contract to maintain the MDE's Confidential Information in confidence.

Upon termination of this Agreement, the CMPS and permitted subcontractors must promptly return the MDE's Confidential Information or certify to the MDE that the CMPS has destroyed all of the MDE's Confidential Information.

6.4 Security Breach Notification. If CMPS breaches this Section, it must promptly cure any deficiencies in its internal security controls and comply with any applicable federal and State laws and regulations pertaining to unauthorized disclosures. CMPS will mitigate the effects of any breach, intrusion, or unauthorized access, use, or disclosure. CMPS must notify the MDE of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within five business days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The MDE may require CMPS to purchase credit monitoring services for any individuals affected by the breach.

ARTICLE VII

NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES

7.1 **No Employment Discrimination.** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status as required by the Elliott-Larson Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*

7.2 **No Service Discrimination.** The Parties shall not discriminate against any student or other recipient of service under this Agreement due to race, color, religion, sex, national origin, or disability in the delivery of Services rendered under this Agreement.

7.3 **Discrimination as Material Breach.** Breach of obligations recited in this Article shall be regarded as a material breach of this Agreement.

7.4 **Unfair Labor Practices.** The State may void this Agreement, if the CMPS or any of its contractors, subcontractors, manufacturers or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act.)

ARTICLE VIII

MISCELLANEOUS

8.1 **Non-Assignment.** Neither Party may assign this Agreement, nor its rights and duties hereunder, nor any interest herein without prior written consent from the other.

8.2 **Entire Agreement.** This Agreement and any Appendices attached or incorporated by reference, constitute the entire Agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.

8.3 **Amendments.** None of the terms and provisions of this Agreement or its Appendices may be modified or amended in any way except by an instrument in writing executed by authorized representatives of CMPS and MDE.

8.4 **Non-Waiver.** Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Agreement.

8.5 **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and shall be effective only upon receipt by the receiving party. Acceptable delivery methods include: hand delivery, email fax with receipt of transmission, or by mail return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan
Department of Education
Office of Financial Management
Attention: Janet Lavery
PO Box 30008
Lansing, MI 48909
Phone: 517-373-1967
E-Mail: LaveryJ@michigan.gov
Fax: 517-241-0496

If to CMPS
Food Service Director
Central Montcalm Public School
1480 S Sheridan Rd
Stanton, MI 48888

8.6 Severability. If any provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

8.7 Force Majeure. Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of CMPS or MDE.

8.8 Headings and Titles. Any Article or Section headings in this Agreement are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

8.9 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

8.10 No Third Party Beneficiary. Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

8.11 Governing Law. This Agreement is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

8.12 Electronic Payment Requirement. Electronic transfer of funds is required for payments

on State Contracts. The CMPS is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT). The State may also make payment to CMPS through www.sendmoneytoschool.com.

8.13 **Effective Date.** This Agreement is not binding or effective on the Parties until it is approved by the Governor and CMPS's governing body and filed with the Secretary of State and the Montcalm County Clerk.

8.14. **Survival of Certain Terms.** Article II, V and VI of this Agreement survive the expiration or termination of this Agreement for any reason.

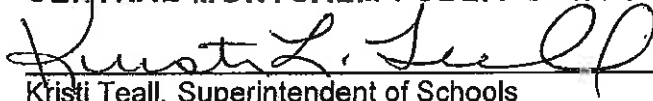
ARTICLE IX AUTHORIZATION

9.1 **Signer's Representation.** This Agreement has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that s/he is the signatory duly authorized to execute this Agreement on behalf of MDE or CMPS, as is respectively applicable.

SIGNATURE PAGES FOLLOW

CENTRAL MONTCALM PUBLIC SCHOOLS

Dated: 7-30-12



Kristi Teall, Superintendent of Schools

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF EDUCATION



Dated: _____

Mike Flanagan
Superintendent of Public Instruction

APPENDIX A – SERVICES and COMPENSATION

Food Services @ Camp Tuhsmeheeta for Michigan Department of Education

THIS AGREEMENT dated between Central Montcalm Public Schools and the Department of Education is for the initial period of August 1, 2012 through September 30, 2013.

Central Montcalm Public Schools will:

1. Manage the food service operations and personnel activities including the scheduling and assigning of the CMPS food service staff in accordance with Camp Tuhsmeheeta's Board policies.
2. Provide necessary in-service training for food service personnel.
3. Plan and implement daily menus.
4. Establish and maintain food quality standards.
5. Purchase food, supplies and maintain equipment inventory.
6. Supervise the planning and preparation of any special meals/catering services.
7. Prepare financial forecasts and budgets.
8. Recommend program and price changes.
9. Provide all food service personnel and related costs.
10. Provide training and oversight for up to two work study students assigned by MDE.

MDE will provide the following:

1. Kitchen security and health department licensing to operate.
2. All facilities costs required to maintain a food service program.
3. All related assignment responsibilities for work study students.

Compensation:

Food, labor, and paper costs shall be billed according to actual costs, however they shall not exceed the following:

1. Breakfast (7:30AM – 8:30AM) - \$3.00 per person
2. Lunch (11:30AM – 1:00PM) - \$4.00 per person
3. Dinner (5:00PM – 6:30PM) - \$8.00 per person

Administration fee of \$450 per week for the purpose of operation expenses. This amount is for a seven day week and will be prorated for partial weeks.

Mileage will be reimbursed at the current State rate for emergencies when unplanned travel is required by the Food Service Director and authorized by MDE.

Payment:

MDE agrees to pay cost of services and administration fee to Central Montcalm Public Schools for the above named services billed monthly within 30-days of invoice.

APPENDIX B - SAMPLE CAMP MENUS

Camp Tuhsmeheeta

Week 1

Family Style

Potential Meal Times

B=7:30-8:30

L=11:30-1:00

D=5:00-6:30

Menu subject to change without notice

SUNDAY	MONDAY	TUESDAY	WEDNESDAY BREAKFAST	THURSDAY	FRIDAY	SATURDAY
Orange Juice Cold Cereal Waffles Sausage Links Milk, Coffee Syrup	Orange Juice Cold Cereal Pancakes Sausage Links Milk, Coffee Syrup	Orange Juice Cold Cereal Breakfast Sandwich Potato Wedges Milk, Coffee	Orange Juice Cold Cereal Waffles Sausage Links Milk, Coffee Syrup	Orange Juice Cold Cereal Scrambled Eggs Hash Browns Cinnamon Roll Milk, Coffee	Orange Juice Cold Cereal French Toast Sausage Patty Syrup Milk, Coffee	Orange Juice Cold Cereal Scrambled Eggs Bacon Hash Browns Coffee cake Milk, Coffee
LUNCH						
Sloppy Joe/Bun *Tuna Salad Potato Chips Salad Bar Fruit Drink	Fish Sandwich/Bun *Egg Salad Sandwich Tator Barrels Salad Bar Oatmeal Cookie Fruit Drink	Sub Sandwich *Veggie Sub Soup Salad Bar Choc. Chip Cookie Cheese Curds Fruit Drink	Chicken Nuggets *Toasted Cheese French Fries Salad Bar Fruited Jello w/ Topping Fruit Drink	Super Nachos *Bean & Cheeses Salad Bar Choc. Pudding Fruit Drink	Ham & Swiss Sandwich *Toasted Cheese Green Beans Salad Bar Peanut Butter Cookie Fruit Drink	Meat & Cheese Pizza Doritos Salad Bar cookie Fruit Drink
DINNER						
Meat Lasagna *Vegetarian Lasagna Salad Bar Strawberry Shortcake Fruit Drink Milk, Coffee Garlic Bread	Baked Ham *Baked Ziti AuGratin Potatoes Green Peas Salad Bar Choc. Cake Square Fruit Drink Milk, Coffee	Roast Turkey *Quiche Dressing & Gravy Whole Kernel Corn Salad Bar Apple Cobbler Fruit Drink Milk, Coffee	COOKOUT Hamburger/Bun Hot Dog/Bun *Veggie Burger/Bun Potato Chips Tomatoes, Onions Lettuce, Pickles Macaroni Salad Watermelon Slice Fruit Drink Milk, Coffee	Chicken Stir Fry * Veg Stir Fry Rice Salad Bar Cake Fruit Drink Milk, Coffee	Roast Beef *Broccoli Rice Casserole Mashed potatoes Gravy Roll w/ Marg. Salad Bar Apple Crisp Fruit Drink Milk, Coffee	COOKOUT Hamburger/Bun Hot Dog/Bun *Veggie Burger/Bun Potato Chips Tomatoes, Onions Lettuce, Pickles Macaroni Salad Watermelon Slice Fruit Drink Milk, Coffee

* denotes vegetarian option

Week 2
Family Style

Camp Tuhsmeheeta

Potential Meal Times

B=7:30-8:30

L=11:30-1:00

D=5:00-6:30

Menu subject to change without notice

SUNDAY	MONDAY	TUESDAY	WEDNESDAY BREAKFAST	THURSDAY	FRIDAY	SATURDAY
Orange Juice Cold Cereal Waffles Sausage Links Milk, Coffee Syrup	Orange Juice Cold Cereal Waffles Sausage Links Milk, Coffee Syrup	Orange Juice Cold Cereal French Toast Bacon Milk, Coffee Syrup	Orange Juice Cold Cereal Breakfast Sandwich Potato Wedges Milk, Coffee	Orange Juice Cold Cereal Scrambled Eggs w/diced ham Hash Browns Cinnamon Roll Milk, Coffee	Orange Juice Cold Cereal Pancakes Sausage Patty Syrup Milk, Coffee	Orange Juice Cold Cereal Scrambled Eggs w/diced ham Hash Browns Coffee cake Milk, Coffee
Sloppy Jos/Bun *Tuna Salad Potato Chips Salad Bar Fruit Drink	Sub Sandwich *Veggie Sub Salad Bar Pretzel twist Fruit Drink	Corn Dog *Toasted Cheese Potato Sticks Salad Bar Oatmeal Cookie Fruit Drink	Chicken Patty on Bun *Cottage Cheese Plate Oven Frites Salad Bar Fruited Jello w/ Topping Fruit Drink	Sub Sandwich *Veggie Sub Salad Bar chip bag cookie Fruit Drink	*Macaroni & Cheese Green Beans Salad Bar Peanut Butter Cookie Fruit Drink	Meat & Cheese Pizza Doritos Salad Bar cookie Fruit Drink
Baked Chicken *Pasta Primavera Mashed Potatoes Gravy Calif. Blend Vegetables Salad Bar Rolls & Butter Strawberry Shortcake Fruit Drink Milk	Meatloaf *Baked Ziti Baked Potato Green Peas Roll w/ Marg. Salad Bar Brownie Fruit Drink Milk	Roast Turkey *Quiche Dressing & Gravy Whole Kernel Corn Salad Bar Apple Cobbler Fruit Drink Milk	LUNCH Chicken Patty on Bun *Cottage Cheese Plate Oven Frites Salad Bar Fruited Jello w/ Topping Fruit Drink	DINNER *Cookout Hamburger/Bun Hot Dog/Bun *Veggie Burger/Bun Potato Chips Tomatoes, Onions Lettuce, Pickles Macaroni Salad Watermelon Slice Fruit Drink Milk	COOKOUT Spaghetti w/ Meat Sauce Applesauce Garlic Bread Salad Bar Cake Fruit Drink Milk	COOKOUT Hamburger/Bun Hot Dog/Bun *Veggie Burger/Bun Potato Chips Tomatoes, Onions Lettuce, Pickles Macaroni Salad Watermelon Slice Fruit Drink Milk

* denotes vegetarian option

BID RESOLUTION-REFUNDING BONDS

Central Montcalm Public School, Montcalm and Ionia Counties, Michigan (the "Issuer")

A regular meeting of the board of education of the district was held in the CMHS Media Center in the district, on the 20th day of August, 2012, at 7:00 o'clock in the evening.

The meeting was called to order by Rowen, President.

Present: Members Bowen, Switzer, Giles, Crossbauer and Simpson

Absent: Members Barnwell and Collins

The following preamble and resolution were offered by Member Switzer and supported by Member Grossbauer:

WHEREAS:

1. By resolution adopted on June 25, 2012 (the "Bond Resolution"), the Issuer authorized not to exceed \$2,125,000 2012 Refunding Bonds (the "Bonds") for the purpose of refunding all or a portion of the outstanding combined School Bond Loan Fund/School Loan Revolving Fund balance of approximately \$1,866,162.17 as of August 31, 2012, plus accrued interest to the date of delivery (together, the "Obligation"); and

2. At 2:00 p.m., prevailing Eastern Time, the Issuer, received four (4) bids/offers for the purchase of the 2012 Refunding Bonds in the aggregate principal sum of not to exceed \$1,935,000 (the "Bonds"); and

3. The bids attached hereto and incorporated by reference as Exhibit A were received from the following bidders:

A. Chemical Bank

B. The Huntington National Bank

C. Isabella Bank Corporation

D. Capital One Public Funding, LLC; and

4. Based upon information provided by the Issuer's financial consulting firm, the Issuer selected a negotiated sale by soliciting bids from banks and financial institutions because the process of soliciting bids/offers by publishing a notice of sale as specified in Section 309(2) of Act 34, Public Acts of Michigan, 2001, as amended, is prohibitively more expensive than obtaining bids/offers through the distribution of a solicitation for bids.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bid/offer of Chemical Bank for the purchase of the 2012 Refunding Bonds of the Issuer be accepted.

2. The Bonds shall be issued in the aggregate principal amount of \$1,930,000, be dated September 12, 2012, and shall bear interest at the rates and be payable as to principal and interest on the dates and in the amounts set forth in Exhibit B.

3. A certified copy of this resolution and the maturity schedule, as approved by the Board, shall immediately be filed with the Treasury of the State of Michigan with the Application for Final Qualification of Bonds, in substantially the form attached hereto as Exhibit C.

4. The Treasurer is further directed to cause the proceeds from the sale of the above-referenced bonds to be credited to the 2012 BOND ISSUANCE FUND in the amount of the anticipated costs of issuance for the Bonds and the remainder of the Bond proceeds to be paid to the State of Michigan to refund the Obligation, as provided herein. Any premium or accrued interest received at the time of delivery of the Bonds shall be transferred to the 2012 BOND DEBT RETIREMENT FUND. Any amounts remaining in the Bond Issuance Fund after payment of all costs of issuance for the Bonds shall be transferred to the Debt Retirement Fund.

5. The Bonds are not subject to redemption prior to maturity at the option of the Issuer.

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

A. The approximate sum of \$33,498.46 shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum after paying the cost of issuance shall be deposited in the Debt Retirement Fund for the Bonds.

B. The approximate sum of \$1,896,501.54 shall be paid to the State of Michigan to refund the Obligation.

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

8. The President or Vice President, the Secretary, the Treasurer, the Superintendent, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, or the Bonds.

9. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate sale and delivery of the Bonds.

10. The Issuer hereby appoints The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan, as Paying Agent-Bond Registrar and directs the Superintendent of Schools to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

11. 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 Bowen, Switzer, Ciles, Grossbauer and Simpson

Nays: Members None

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Central Montcalm Public School, Montcalm and Ionia Counties, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on August 20, 2012, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

MFH/

EXHIBIT A

CENTRAL MONTCALM PUBLIC SCHOOL
COUNTIES OF MONTCALM AND IONIA, STATE OF MICHIGAN

2012 REFUNDING BONDS - SUMMARY OF BIDS
(Federally Taxable)
(Bids received 8/20/12)

Maturity Date	Proposal Maturities	Chemical Bank		Huntington Bank		Isabella Bank		Capital One	
		Maturity Amount	Interest Rate %	Maturity Amount	Interest Rate %	Maturity Amount	Interest Rate %	Maturity Amount	Interest Rate %
05/01/13	\$195,000	\$195,000	1.20	\$195,000	2.65	\$195,000	1.00	\$195,000	3.39
05/01/14	270,000	270,000	1.50	270,000	2.65	270,000	2.25	270,000	3.39
05/01/15	360,000	360,000	1.80	360,000	2.65	360,000	2.75	360,000	3.39
05/01/16	450,000	450,000	2.00	450,000	2.65	450,000	3.00	450,000	3.39
05/01/17	560,000	555,000	2.20	560,000	2.65	555,000	3.50	555,000	3.39
05/01/18	100,000	100,000	2.30	100,000	2.65	100,000	3.75	100,000	3.39
Totals	\$1,935,000	\$1,930,000		\$1,935,000		\$1,930,000		\$1,930,000	
Discount/Fees		\$0.00		\$1,500.00		\$0.00		\$0.00	
True Interest Cost "TIC"		2.024%		2.674%		3.132%		3.390%	



CHEMICAL BANK

Member FDIC

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August 17, 2012

Mr. Jesse Nelson
6639 Centurion Drive, Suite 100
Lansing, MI 48917

Dear Mr. Nelson:

With respect to your Request for Proposal for \$1,935,000 – Central Montcalm Public Schools – County of Montcalm and Ionia, State of Michigan – 2012 Refunding Bonds (GO-UT), Federally Taxable, please be advised as follows:

For the entire issue, as described in your Request for Proposal, we will bid par, plus accrued interest from the dated date to the date of delivery to us for bonds maturing and bearing interest as follows:

5/1/2013	\$195,000	1.20%	5/1/2016	\$450,000	2.00%
5/1/2014	\$270,000	1.50%	5/1/2017	\$560,000	2.30%
5/1/2015	\$360,000	1.80%	5/1/2018	\$100,000	2.30%

The indication is for all or none of the bonds.

This bid is subject to the following conditions:

- A. That the bonds be federally taxable;
- B. That the bonds be a general obligation of Central Montcalm Public Schools;
- C. That the bonds be structured in accordance with Michigan statutes pertaining to the authority of School Districts to borrow;
- D. That the School District provides bond documents and a legal opinion acceptable to bank counsel; and
- E. That the issuer will provide a third party paying agent, CUSIP numbers will be provided at the expense of the Bank, and the issue will close via DTCC.

We are pleased to be of service to you.

Respectfully submitted,

Pavel Konecny
Senior Vice President
Senior Investment Officer

The following is a computation of the true interest cost on the above bid from September 12, 2012. This computation is not to be considered part of this bid and is subject to verification:

Gross Interest Cost	\$ 128,001.70
Premium (Discount)	\$ -
Net Interest Cost	\$ 128,001.70
Net Interest Cost	2.02830%



Term Sheet

Date: August 20, 2012

Issuer: Central Montcalm Public School (District)

Purchaser/Lender: The Huntington National Bank ("Huntington")

Structure: 2012 Refunding Bonds ("Bonds")

Par Amount: \$1,935,000

Bond Counsel: Thrun Law Firm, P.C.

Bank Council: Clark Hill PLC

Closing Date: On or about September 12, 2012

Security: Unlimited Tax General Obligation of the District.

Tax Status: Federally Taxable

Maturity Date: May 1, 2018

Indicative Interest Rate: 2.65%

Interest Payments: The Bonds will pay interest semi-annually on May 1 and November 1, commencing May 1, 2013.

Principal Payments: Principal Payments are due pursuant to the following schedule:

Maturity	Amount
5/1/2013	\$ 195,000
5/1/2014	\$ 270,000
5/1/2015	\$ 360,000
5/1/2016	\$ 450,000
5/1/2017	\$ 500,000
5/1/2018	\$ 100,000

Fees of Huntington: \$1,500 Origination Fee

Optional Redemption: The Bonds are not subject to Optional Redemption prior to Maturity.

Term Bond Election: Subject to statutory limitations, if any, Huntington wishes to designate the Bonds as a single certificate Term Bonds, with Principal Payments contemplated herein representing mandatory principal redemptions.

Direct Placement: The Bonds shall be purchased and held by Huntington as direct purchaser with no current intent to reoffer publicly or privately.

Paying Agent: Central Montcalm Public School

Rating Agency: Not required by Huntington

POS/Official Statement: Not required by Huntington

CUSIP Assignments: Not required by Huntington

DTC Closing: Not required by Huntington

Transaction Fees: All transaction fees, including those of Bond Counsel, shall be the responsibility of the District.

Documentation: Transaction documents shall be prepared by Bond Counsel subject to review and approval by Huntington.

Credit Approval: The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Huntington and the negotiation of mutually acceptable documentation. They do not represent all of the terms and conditions that may ultimately be included in a financing between Huntington and the District.

Expiration: These terms shall expire at Huntington's option if (a) Huntington has not received the District's written acceptance by August 22, 2012 or, (b) if closing on the purchase of the Bonds does not occur on or before September 12, 2012.

Huntington Contacts:

Glen Getschow	J. Jeffery Setser
Senior Vice President	Portfolio Manager
Government Banking Group	Government Banking Group
Phone: 616-771-6264	Phone: 614-480-2469
Mobile: 616-901-2432	Mobile: 614-747-0786
Email: Glenn.Getschow@Huntington.com	Email: Jeff.Setser@Huntington.com

ACCEPTED BY:

Central Montcalm Public Schools

Rokanne Switz

By

Name

Title

Date

BID FORM

Central Montcalm Public School, Counties of Montcalm and Ionia, State of Michigan

For the principal amount of \$1,935,000, of the 2012 Refunding Bonds (federally taxable) legally issued and as described in the Request For Proposal, we will pay the District ~~\$1,935,000~~ (not less than 99.70% of par) provided the Bonds bear the following interest rates:

<u>Maturity</u>	<u>Amount</u>	<u>Type</u>	<u>Interest Rate</u>
5/1/13	\$195,000	Serial	<u>1.00</u>
5/1/14	270,000	Serial	<u>2.25</u>
5/1/15	360,000	Serial	<u>2.75</u>
5/1/16	450,000	Serial	<u>3.00</u>
5/1/17	560,000	Serial	<u>3.50</u>
5/1/18	100,000	Serial	<u>3.75</u>

Interest on the Bonds will be payable semi-annually on May 1st and November 1st of each year commencing May 1, 2013. The Bonds will mature on May 1st beginning May 1, 2013 as indicated above.

In making this offer, we accept the terms and conditions as defined in the Request for Proposal.

Respectfully submitted,

By 
Greg S. Mapea