#### MILAN AREA SCHOOLS BOARD OF EDUCATION REGULAR MEETING WEDNESDAY, June 7, 2023 AGENDA

#### I. Call to Order

#### II. Pledge of Allegiance

#### III. Board Recognitions

- A. School Board Student Representative Recognition Attachment A
- B. Staff Retirement Recognitions

Tammy Zajac - 26 Years (Teacher)

Kelley Smith - 25 Years (Teacher)

Holly Fiedler - 25 Years (Social Worker)

Kim Goffee - 18 Years (Counselor)

Blue Livingston - 13 Years (Dean of Students)

Joy Smith - 10 Years (Paraprofessional)

#### IV. Communications / Community Engagement

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There are two times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

#### V. Routine Matters for Approval

- A. Minutes of the Regular Meeting of May 23, 2023
- B. Approval of Bills/Reimbursement of Expenses
- C. 2023-2024 MHSAA Membership Resolution Attachment B

#### VI. Board Organization

A. 2023-2024 Board Meeting Dates - Attachment C (First Reading)

#### VII. Milan Area Schools Strategic Plan Business

- A. Finance / Operations
  - 1. 2022-2023 General Fund Budget Amendment Attachment D
  - 2. 2022-2023 Debt Funds Budget Amendment Attachment E
  - 3. 2022-2023 Food Service Budget Amendment Attachment F
  - 4. 2022-2023 Student/School Activities Budget Amendment Attachment G
  - 5. 2023-2024 General Fund Preliminary Budget Attachment H
  - 6. 2023-2024 Debt Funds Preliminary Budget Attachment I
  - 7. 2023-2024 Food Service Preliminary Budget Attachment J
  - 8. 2023-2024 Student/School Activity Funds Preliminary Budget Attachment K
  - 9. 2023-2024 General Appropriations Act Attachment L
  - 10. 2023 State Aid Note Attachment M
- B. Learning Environment / Culture
  - 1. Book Study of "Why Meadow Died"

- C. Personnel / Leadership
  - 1. Theater Manager Appointment
- D. Communications / Community Engagement
  - 1. Public Comments
  - 2. Student Board Representative Comments
  - 3. Superintendent Comments
  - 4. Assistant Superintendent Comments
  - 5. Board Member Comments
    - a. Big Red Chat Dates
    - b. MASB Board Member Awards

#### VIII. Adjournment

#### MILAN AREA SCHOOLS BOARD OF EDUCATION REGULAR MEETING WEDNESDAY, June 7, 2023 RESOLUTIONS

#### I. Call to Order

The regular meeting of the Milan Area Schools Board of Ed School Theater located at 200 Big Red Drive, Milan MI, 48 June 7, 2023.	
Board Members Present: Board Members Absent: Staff Present: Guests Present:	
II. Pledge of Allegiance	
III. Board Recognitions  A. School Board Student Representative Recognition - A.	Attachment A
Motion by supported by service as School Board Student Representatives.	_ to thank Maya Faro and Avery Powell for their
Meray Rosen-Leacher Cislo Faro Frait _ Carried	Gutierrez Heikka
B. Staff Retirement Recognitions Tammy Zajac - 26 Years (Teacher) Kelley Smith - 25 Years (Teacher) Holly Fiedler - 25 Years (Social Worker) Kim Goffee - 18 Years (Counselor) Blue Livingston - 13 Years (Dean of Students) Joy Smith - 10 Years (Paraprofessional)	
Motion by supported by Fiedler, Kim Goffee, Blue Livingston, and Joy Smith for their s	_ to thank Tammy Zajac, Kelley Smith, Holly service to Milan Area Schools.
Rosen-Leacher Cislo Faro Frait Gutierre Carried	ez Heikka Meray
IV. Communications	

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There are two times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

#### A. Public Comments

V. Routine Matters for Approval A. Minutes of the Regular Meeting of May 23, 2023
Motion by supported by to approve the minutes of the regular meeting of May 23, 2023.
Cislo Faro Frait Gutierrez Heikka Meray Rosen-Leacher Carried
B. Approval of Bills/Reimbursement of Expenses
Motion by to approve the bills/reimbursement of expenses.
Faro Frait Gutierrez Heikka Meray Rosen-Leacher Cislo Carried
C. 2023-2024 MHSAA Membership Resolution – Attachment B
Motion by supported by to approve the 2023-2024 MHSAA Membership Resolution as included in Attachment B.
Frait Gutierrez Heikka Meray Rosen-Leacher Cislo Faro Carried
VI. Board Organization A. 2023-2024 Board Meeting Dates - Attachment C (First Reading)
VII. Milan Area Schools Strategic Plan Business A. Finance / Operations
1. 2022-2023 General Fund Budget Amendment – Attachment D
Motion by supported by to approve the 2022-2023 General Fund Budget Amendment as presented in Attachment D.
Gutierrez Heikka Meray Rosen-Leacher Cislo Faro Frait Carried
2. 2022-2023 Debt Funds Budget Amendment – Attachment E
Motion by supported by to approve the 2022-2023 Debt Funds Budget Amendment a presented in Attachment E.
Heikka Meray Rosen-Leacher Cislo Faro Frait Gutierrez Carried

3. 2022-2023 Food Service Budget Amendment – Attachment F
Motion by supported by to approve the 2022-2023 Food Service Budget Amendment as presented in Attachment F.
Meray Rosen-Leacher Cislo Faro Frait Gutierrez Heikka Carried
4. 2022-2023 Student/School Activities Budget Amendment – Attachment G
Motion by supported by to approve the 2022-2023 Student/School Activities Budget Amendment as presented in Attachment G.
Rosen-Leacher Cislo Faro Frait Gutierrez Heikka Meray Carried
5. 2023-2024 General Fund Preliminary Budget – Attachment H
Motion by supported by to approve the 2023-2024 General Fund Preliminary Budget as presented in Attachment H.
Cislo Faro Frait Gutierrez Heikka Meray Rosen-Leacher Carried
6. 2023-2024 Debt Funds Preliminary Budget – Attachment I
Motion by supported by to approve the 2023-2024 Debt Funds Preliminary Budget as presented in Attachment I.
Faro Frait Gutierrez Heikka Meray Rosen-Leacher Cislo Carried
7. 2023-2024 Food Service Preliminary Budget – Attachment J
Motion by supported by to approve the 2023-2024 Food Service Preliminary Budget as presented in Attachment J.
Frait Gutierrez Heikka Meray Rosen-Leacher Cislo Faro Carried
8. 2023-2024 Student/School Activity Funds Preliminary Budget – Attachment K
Motion by supported by to approve the 2023-2024 Student/School Activity Funds Preliminary Budget as presented in Attachment K.
Gutierrez Heikka Meray Rosen-Leacher Cislo Faro Frait Carried

9. 2023-2024 General Appropriations Act – Attachment L	
Motion by supported by to approve the 2023-2024 General Appropriations Act as presented in Attachment L.	
Heikka Meray Rosen-Leacher Cislo Faro Frait Gutierrez Carried	
10. 2023 State Aid Note – Attachment M	
Motion by to authorize borrowing up to \$1,500,000 against anticipated state aid for the 2023-2024 fiscal year as specified in the borrowing resolution included as Attachment M.	
Meray Rosen-Leacher Cislo Faro Frait Gutierrez Heikka Carried	
B. Learning Environment / Culture  1. Book Study of "Why Meadow Died" C. Personnel / Leadership 1. Theater Manager Appointment  Motion by to appoint Daniel Douglas to the position of Theater manager	[6]
at a base salary of \$42,000 effective immediately.	,
Rosen-Leacher Cislo Faro Frait Gutierrez Heikka Meray Carried	
D. Communications / Community Engagement  1. Public Comments  2. Student Board Representative Comments  3. Superintendent Comments  4. Assistant Superintendent Comments  5. Board Member Comments  a. Big Red Chat Dates  b. MASB Board Member Awards	

#### MILAN AREA SCHOOLS BOARD OF EDUCATION REGULAR MEETING Tuesday May 23, 2023

**Tuesday May 23, 2023** 

The regular meeting of the Milan Area Schools Board of Education was called to order in the Milan High School Theater located at 200 Big Red Drive, Milan MI, 48160, by President Cislo at 7:00 p.m. on May 23, 2023.

Board Members Present: Cislo, Heikka, Faro, Rosen-Leacher, Gutierrez, Frait, Meray

Board Members Absent: None

Signed in Staff: Bryan Girbach, Ryan McMahon, Krist Hendrix, Yvette Kashmer, Jennifer Glushyn, Mckenzie Chappell, Nichole Kuenzel-McDaniel, Sarah Farmer, Jesse Hoskins, Melissa Fiederlein

Signed in Guests: Jill Tewsley, Rachel Hobbs, Jenni Bobicz, Ken Bobicz, Ken Bobicz, Jodi Overbeek, Shannan Dare Wayne, Andrea Bennink, Mike Angstadt, Alibeth Vandergrift, George Elder, Mary Hagley, Jon Burchwell, Kathleen Kuhn, Jennifer Waugh, Jason Waugh, Heather Johnson, Bob, Lalya, Addy Kuhn, James Farmer, Ethan Hagley, Charlie Kliber, Elliot Krohl, Garrett Ballinger, Landon Blackwell, Brennan Butler, Bailey Burchwell, Becca Dawson, Garin Brown, Danny Bobicz, Elise Angstadt, Mackie, Caden, Eric Rice, Jason, Chris Overbeek, Chad Strimple, Eowyn Johnson, Elliott Elias, Emma, Maya Faro, Avery Powell

#### Pledge of Allegiance

Motion by Frait supported by Rosen-Leacher to commend the 2022-2023 Milan Area Schools Robotic Teams and their coaches for all of their accomplishments this season. All Ayes. Carried 7-0

#### **Public Comment:**

- Andrea Bennink discussed concerns related to student use of AI.
- Rachel Hobbs discussed declining enrollment, concerns with communication with community members without children in the district, meeting minutes, COVID dollars, and staffing impacts, and an alleged tax increase.
- Holli Vallade discussed issues with Jefferson school administrators, bullying, and her belief that her comments are misunderstood and/or twisted.

Motion by Faro supported by Meray to approve the minutes of the Regular Meeting of April 26, 2023.

All Ayes. Carried 7-0

Motion by Rosen-Leacher supported by Faro to approve the minutes of the Regular meeting closed session of April 26, 2023.

All Ayes. Carried 7-0

Motion by Gutierrez supported by Meray to approve the minutes of the Regular Meeting of April 27, 2023.

Carried 6-0 Abstention by Heikka

Motion by Faro supported by Gutierrez to approve the minutes of the Regular meeting closed session of April 27, 2023.

Carried 6-0 Abstention by Heikka

Motion by Faro supported by Heikka to approve the bills/reimbursement of expenses. All Ayes. Carried 7-0

Motion by Rosen-Leacher supported by Gutierrez to approve the WISD Biennial Election Resolution as included in Attachment B.

All Ayes. Carried 7-0

Motion by Meray supported by Rosen-Leacher to approve the purchase and installation of a sound system at the track & field and football stadium as detailed in Attachment C. Motion failed 4-3 No Votes by Faro, Frait, Heikka, Meray

Motion by Heikka supported by Faro to create an assigned fund balance for the purchase of the sound system for the football and track stadium, as detailed in Attachment C, with the understanding that we will spend up to that amount and we will reach out to our community and our booster clubs for support for the purchase.

Carried 6-1 No vote by Frait

Motion by Faro supported by Heikka to adopt the Resolution in support of the 2023-2024 WISD Budget as included in Attachment D1.

Carried 6-0 Abstention by Meray

The Board heard the First Reading of the 2022-2023 General Fund Budget Amendment as in Attachment E

The Board heard the First Reading of the 2022-2023 Debt Funds Budget Amendment as in Attachment F

The Board heard the First Reading of the 2022-2023 Food Service Budget Amendment as in Attachment G

The Board heard the First Reading of the 2022-2023 Student/School Activities Budget Amendment as in Attachment H

The Board heard the First Reading of the 2023-2024 General Fund Preliminary Budget as in Attachment I

The Board heard the First Reading of the 2023-2024 Debt Funds Preliminary Budget as in Attachment J

The Board heard the First Reading of the 2023-2024 Food Service Preliminary Budget as in Attachment K

The Board heard the First Reading of the 2023-2024 Student/School Activity Funds Preliminary Budget as in Attachment L

Andrea Bennink provided the Board an update on the work of the WISD PAC

Jesse Hoskins made a presentation to the Board from the MHS Climate and Culture Committee

Motion by Faro supported by Meray to approve the membership of the 2023-2024 Professional Development Advisory Committee as provided in Attachment M. All Ayes. Carried 7 - 0

Motion by Heikka supported by Rosen-Leacher to authorize the Board President, Superintendent, or designee to sign all necessary documents to implement a transition to the Thrun Law Firm P.C. Policy Service as detailed in Attachment N. All Ayes. Carried 7-0

The Board discussed chapters 11 and 12 of the book "Why Meadow Died"

Motion by Rosen-Leacher supported by Faro to appoint the following person to the teaching position listed and Base Salary listed effective June 12, 2023.

Marissa Hoffman - Milan High School Counselor (\$71,268)

All Ayes. Carried 7-0

#### Public Comments:

• Shannon Dare Wayne thanked the Board for their work and discussed the placement of various crooked trees throughout the community.

#### Student Board Member Comments:

- Faro congratulated various teams and individuals for recent athletic accomplishments. She also provided an update on upcoming events.
- Powell congratulated various athletic teams for their recent accomplishments. She also provided an update on upcoming events. She also discussed the use of AI.

#### Superintendent's Comments were heard on the following topics:

- MHS Choir Accomplishments
- Symons Flapjack with Families Event
- Varsity Girls Soccer Accomplishments
- Success of MHS Prom
- South and West Washtenaw Consortium Student Awards
- Successful Band Concert
- MHS Girls Tennis Accomplishments
- All Spring Athletic Successes
- Passing of Anne Foor's Mother
- Passing of Wendy Unger's Sister
- Passing of Debbie Hosler's Father
- Retirement of Kim Goffee
- Retirement of Kelley Smith
- Retirement of Holly Fiedler
- Resignation of Catalina Salas
- District Communications Committee Update
- DEI Team Update

- District Response to AI
- Response Regarding the Incorrect Public Comment Stating an Increase in Property Taxes
- Superintednent's Meeting with Local Legislatures

#### Assistant Superintendent Comments were heard on the following topics:

- Success of May 5th Staff Professional Development
- State Testing Update
- NWEA Testing Update
- Creating Educational Development Plans for All Students
- Curriculum Alignment Committee Update
- Administrator Attendance at the Future Learning Counsel Summit Regarding AI
- District Involvement on the Future Learning Counsel's AI Subcommittee

#### Board Member Comments:

- Rosen-Leacher discussed the quick proliferation of AI and thanked the administration for monitoring.
- Meray discussed the District's involvement in monitoring the proliferation of AI. She also thanked the teachers and staff for all of their hard work throughout the year.
- Frait discussed various athletic events and the accomplishments of Milan students, congratulated the FFA on their recent accomplishments, thanked the Board for the opportunity to present recent scholarships, and discussed the upcoming Adult Education Graduation.
- Faro discussed all of the great things happening in Milan, including athletic, band, and choir accomplishments, congratulated the upcoming seniors and wished them luck, and discussed scheduling of upcoming board meetings.
- Gutierrez thanked the community member and the administration for raising issues related to AI, highlighted community within the district, including Flapjacks with families at Symons and the band concert, and congratulated Annabelle Piat, a winner of the MEEMIC art and video contest demonstrating kindness.
- Heikka congratulated the Robotics Team for recent accomplishments, congratulated the upcoming graduates, thanked the theater staff for their hard work, wished athletes good luck in their upcoming events, read the "Mr. Watson's Chickens," a book referenced by a community member at the previous meeting, and clarified a community member's allegations related to increased taxes.
- Cislo also addressed alleged tax increases, congratulated the FFA, their greenhouse, and their accomplishments, thanked Mr. Hoskins and his team for the work on creating community, thanked those that gave the ultimate sacrifice to ensure our freedoms, thanked those that attended in-person and online, thanked the staff and students for their hard work, and wished everyone a happy holiday.

Time of Adjournment 10:07 p.m.

# CERTIFICATE

This certificate is awarded to

# Maya Faro

In recognition of serving the Milan Area School district as a Education recognizes your dedication and proudly thanks School Board Student Representative for the 2022-2023 you in the name of the community and the Milan Area school year. This certificate from the Milan Board of School district.

# Milan Area Schools

Date	Date
Board of Education President	Milan Superintendent of Schools



Milan Area Schools

# CERTIFICATE OF ACHIEVEMENT

This certificate is awarded to

# Avery Powell

In recognition of serving the Milan Area School district as a School Board Student Representative for the 2022-2023 school year. This certificate from the Milan Board of Education recognizes your dedication and proudly thanks you in the name of the community and the Milan Area School district.

# Milan Area Schools

Date	Date
Board of Education President	Milan Superintendent of Schools





## 2023-24

1661 Ramblewood Drive East Lansing, MI 48823 (517) 332-5046

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

#### MEMBERSHIP RESOLUTION

For the year August 1, 2023 — through July 31, 2024

		DAC		the School(s) which	h are unde	r the direction	of this	Board
f Education/Govern	ning Body.			. ,				

County of <u>Washtenaw</u>, of State of Michigan, are hereby:

ICT ON BACK

(A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and

(B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current HANDBOOK as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2023 and shall remain effective until July 31, 2024, during which the authorization may not be revoked.

#### RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

\_\_\_\_\_ Milan Area \_\_\_\_ School(s), on the \_7th \_ day of \_June \_\_\_\_, 2023, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

Milan Area Schools
(Governing Body Name)
100 Big Red Drive
(Address)
Milan, MI 48160
(City & Zip Code)

Board Secretary Signature or Designee
Check if Designee

foora@milanareaschools.org
(Contact E-mail)

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

NOTE: Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

#### Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1	Milan	High	School	
2				 
8				 

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

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

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

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

1. Milan MIddle School
Name of Member School
Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 6-8
Provide anticipated 2023-24 7th and 8th-grade enrollment 280
Provide anticipated 2023-24 6th-grade enrollment 130 Grade levels for membership: 6 0 7 0 8 0
Grade levels for membership. 6 d 7 d 8 d
<ol> <li>Yes or No (circle one) 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.</li> </ol>
2.
Name of Member School
Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9):
Provide anticipated 2023-24 7th and 8th-grade enrollment
Provide anticipated 2023-24 6th-grade enrollment
Grade levels for membership: 6  7  8
<ol> <li>Yes or No (circle one) 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.</li> </ol>
3.
Name of Member School
Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9):
Provide anticipated 2023-24 7th and 8th-grade enrollment
Provide anticipated 2023-24 6th-grade enrollment
Grade levels for membership: 6 🗆 7 🗆 8 🗅
Yes or No (circle one) 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same

building, add the name of the building that houses 6th-graders on the

line below.

#### NOTICE OF SCHEDULE OF REGULAR MEETINGS

#### OF THE MILAN AREA SCHOOLS BOARD OF EDUCATION

#### TO BE HELD DURING

#### THE YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024

To all persons interested in the meetings of the Board of Education of Milan Area Schools of Washtenaw and Monroe counties:

Please take notice that the Board of Education of Milan Area Schools will hold regular meetings on the second and fourth Wednesdays of each month (except as noted below). All meetings are held in the Milan High School Theater, located in Milan High School, 200 Big Red Drive, Milan, Michigan, 48160. (734) 439-5050.

At times, meetings may be held in the District Office Boardroom, located in Milan High School, 200 Big Red Drive, Milan, Michigan, 48160. Please visit https://www.milanareaschools.org/Page/78 for specific details about any meeting.

#### REGULAR MEETING DATES @ 7:00 PM

JULY 12, 2023 NO SECOND MONTHLY MEETING

AUGUST 9, 2023 AUGUST 23, 2023

SEPTEMBER 13, 2023 SEPTEMBER 27, 2023

OCTOBER 11, 2023 OCTOBER 25, 2023

NOVEMBER 15, 2023 (Third Wednesday)

NO SECOND MONTHLY MEETING

DECEMBER 6, 2023 (First Wednesday)

DECEMBER 20, 2023 (Third Wednesday)

JANUARY 17, 2024 (Third Wednesday)

JANUARY 31, 2024 (Fifth Wednesday)

FEBRUARY 14, 2024 FEBRUARY 28, 2024

MARCH 13, 2024 NO SECOND MONTHLY MEETING

APRIL 10, 2024 APRIL 24, 2024

MAY 8, 2024 MAY 22, 2024

JUNE 5, 2024 BUDGET HEARING (6:45 PM) JUNE 26, 2024

JUNE 5, 2024 (First Wednesday)

Upon request to the Superintendent, the District shall make reasonable accommodations for a person with disabilities to be able to participate in these meetings.

#### MILAN AREA SCHOOLS BOARD OF EDUCATION

#### General Fund 2022-2023 Budget Amendment

		FY 22-23 Amended <u>Budget</u>	Final Amendment <u>Budget</u>	Increase/ <u>Decrease</u>
REVENUE:			244900	<u> </u>
100	) Local	\$ 4,719,563	\$ 4,658,840	\$ (60,723)
300	) State	19,550,561	22,047,214	2,496,653
400	) Federal	2,860,702	3,125,225	264,523
500/600	Incoming Transfers	3,381,210	3,465,461	84,251
	Total Revenues	\$30,512,036	\$ 33,296,740	\$ 2,784,704
EXPENDITUR	FS:			
110	<del></del>	\$ 12,556,173	\$ 13,527,821	971,648
120	•	3,456,021	3,552,017	95,996
130		238,103	238,103	-
	Total Instruction	\$16,250,297	\$17,317,941	\$1,067,644
210	Pupil Support Services	\$3,787,054	\$3,993,911	206,857
220		1,139,545	1,171,259	31,714
230	• •	598,646	662,767	64,121
240	School Administration	1,594,417	1,737,953	143,536
250	) Business Support	451,930	492,074	40,144
260	Operation/Maintenance	3,902,223	4,504,278	602,055
270	) Transportation	1,432,181	1,527,797	95,616
280	Central Support	865,659	1,049,563	183,904
290	Support Service Other	710,831	743,254	32,423
300	Community Services	1,039,169	1,011,322	(27,847)
400	Site Improvement Services			-
600	) Transfers			
	Total Supporting Services	\$15,521,655	\$ 16,894,178	\$ 1,372,523
	Total Expenditures	\$31,771,952	\$ 34,212,119	\$ 2,440,167
Excess of Rev	enues Over Expenditures	(\$1,259,916)	\$ (915,379)	\$ 344,537
Audited Fund	Balance @ 7/1/22	\$4,931,946	\$4,931,946	
Beginning Fund	l Balance as % of Expenditures	15.52%	14.42%	-1.11%
Est. Ending F	und Balance @ 6/30/23	\$3,672,030	\$4,016,567	\$344,537
Ending Fund	Balance Assignments			
	Assigned Harkness Estate	(50,000)	(50,000)	-
	Assigned Curriculum	(90,000)	(90,000)	-
	Assigned PECC	(341,600)	(341,600)	_
	Assigned Athletics	(20,965)	(20,965)	-
	Assigned Technology	(75,000)	(75,000)	-
	Assigned Building & Grounds	(75,000)	(75,000)	-
	Assigned Buses	(90,000)	(90,000)	-
	Assigned Athletics Sound System		(86,120)	(86,120)
	Unassigned	2,929,465	3,187,882	
Total Ending Fu	and Balance as % of Expenditures	11.56%	11.74%	
Unassigned En	ding Fund Balance as % of Expenditu	9.22%	9.32%	

## MILAN AREA SCHOOLS BOARD OF EDUCATION Total Debt Funds 2022-2023 Budget Amendment

REVENUE:		FY 22-23 Adopted <u>Budget</u>	Final Amended <u>Budget</u>	Increase/ <u>Decrease</u>
100	Local	\$ 5,869,722	\$ 6,207,390	\$ 337,668
300	State	353,860	348,498	(5,362)
400	Federal	-	-	-
500	Other Financing Sources	 9,459,224	9,233,416	(225,808)
Т	otal Revenues	15,682,806	15,789,304	106,498
EXPENDITU	RES:			
250	Business Support	\$ 1,500	\$ 1,500	\$ -
500	Debt Service	15,702,004	15,702,004	_
600	Transfers	-	-	_
T	otal Expenditures	 15,703,504	15,703,504	-
Excess of R	evenues Over Expenditures	(20,698)	85,800	106,498
Begining Fu	ınd Balance @ 7/1/22	\$ 480,507	\$ 459,809	(20,698)
Est. Ending	Fund Balance @ 6/30/23	459,809	545,609	85,800

#### MILAN AREA SCHOOLS BOARD OF EDUCATION 2016 Debt Funds

#### 2022-2023 Budget Amendment

REVENUE:			FY 22-23 Adopted <u>Budget</u>		Final Amended <u>Budget</u>	Increase/
100	Local	\$	3,438,448	\$	3,564,910	\$ 126,462
300	State		207,312		200,163	(7,149)
400	Federal					-
500	Other Financing Sources		5,685,219		5,761,973	76,754
7	Total Revenues		9,330,979		9,527,046	196,067
EXPENDITU	IRES:					
250	Business Support	\$	500	\$	500	\$ -
500	Debt Service		9,332,004		9,332,004	_
600	Transfers					_
ד	Total Expenditures		9,332,504		9,332,504	-
Excess of R	evenues Over Expenditures		(1,525)		194,542	196,067
Begining Fu	ınd Balance @ 7/1/22		203,407		201,882	(1,525)
Est. Ending Fund Balance @ 6/30/23		201,882		396,424	194,542	

# MILAN AREA SCHOOLS BOARD OF EDUCATION 2018 Debt Funds 2022-2023 Budget Amendment

REVENUE:		FY 22-23 Adopted <u>Budget</u>	Final Amended <u>Budget</u>	Increase/
100	Local	\$ 1,067,450	\$ 1,146,202	\$ 78,752
300	State	64,338	64,338	-
400	Federal			-
500	Other Financing Sources	 2,100,463	2,009,877	(90,586)
-	Total Revenues	 3,232,251	3,220,417	(11,834)
EXPENDITU	JRES:			
250	Business Support	\$ 500	\$ 500	\$ _
500	Debt Service	3,233,000	3,233,000	-
600	Transfers			· _
-	Total Expenditures	 3,233,500	3,233,500	-
Excess of F	Revenues Over Expenditures	(1,249)	(13,083)	(11,834)
Begining Fu	und Balance @ 7/1/22	106,992	105,743	(1,249)
Est. Ending	Fund Balance @ 6/30/23	105,743	92,660	(13,083)

## MILAN AREA SCHOOLS BOARD OF EDUCATION 2019 Debt Funds 2022-2023 Budget Amendment

REVENUE:		FY 22-23 Adopted <u>Budget</u>	Final Amended <u>Budget</u>	Increase/ Decrease
100	Local	\$ 1,363,824	\$ 1,496,278	\$ 132,454
300	State	82,210	83,997	1,787
400	Federal			· <u>-</u>
500	Other Financing Sources	 1,673,542	1,461,566	(211,976)
Т	otal Revenues	3,119,576	3,041,841	(77,735)
EXPENDITU	RES:			
250	Business Support	\$ 500	\$ 500	\$ _
500	Debt Service	3,137,000	3,137,000	-
600	Transfers			-
Т	otal Expenditures	3,137,500	3,137,500	-
Excess of R	evenues Over Expenditures	(17,924)	(95,659)	(77,735)
Begining Fu	nd Balance @ 7/1/22	170,108	152,184	(17,924)
Est. Ending	Fund Balance @ 6/30/23	152,184	56,525	(95,659)

#### F

### MILAN AREA SCHOOLS BOARD OF EDUCATION Food Service Fund 2022-2023 Budget Amendment

REVENUE:		FY 22-23 Adopted <u>Budget</u>	Final nendment <u>Budget</u>	Increase/ Decrease
100	Local	\$176,500	\$ 241,000	\$ 64,500
300	State	-	62,952	62,952
400	Federal	550,000	552,759	2,759
500/600	Incoming Transfers	-		- -
٦	Total Revenues	\$726,500	\$ 856,711	\$ 130,211
EXPENDITURES	<u>3:</u>			
110	Basic Programs			\$ -
120	Added Needs			-
130	Adult/Cont. Ed.			-
210	Pupil Support Services			-
220	Instructional Support			_
230	General Administration			-
240	School Administration			-
250	Business Support			-
260	Operation/Maintenance			-
270	Transportation			-
280	Central Support			-
290	Support Service - Food Service	762,806	794,937	32,131
300	Community Services			-
400	Site Improvement Services			-
600	Transfers	40,000	40,000	-
ר	otal Supporting Services	\$802,806	\$ 834,937	\$ 32,131
ר	otal Expenditures	\$802,806	\$ 834,937	\$ 32,131
F	Revenues over/(under) Expenditures	(\$76,306)	\$ 21,774	\$ 98,080
Begining Fund B	Balance @ 7/1/22	\$352,176	\$352,176	\$0
Est. Ending Fun	d Balance @ 6/30/23	\$275,870	\$373,950	\$98,080

#### MILAN AREA SCHOOLS BOARD OF EDUCATION

#### Student/School Activity Fund 2022-2023 Budget Amendment

REVENUE:			FY 22-23 Adopted <u>Budget</u>	Final Amended <u>Budget</u>	Increase/ Decrease
100	Local	\$	400,000	\$ 500,000	\$ 100,000
300	State				-
400	Federal				-
500	Other Financing Sources				 -
7	otal Revenues		\$400,000	\$ 500,000	\$ 100,000
EXPENDITU	RES:				
110	Basic Programs				_
120	Added Needs				-
130	Adult/Cont. Ed.				-
٦	otal Instruction		\$0	\$0	\$0
210	Pupil Support Services				-
220	Instructional Support				-
230	General Administration				-
240	School Administration				-
250	Business Support				-
260	Operation/Maintenance				-
270	Transportation				-
280	Central Support				-
290	Support Service Other		400,000	475,000	75,000
300	Community Services				-
400	Site Improvement Services				-
600	Transfers	-	<b>*</b> 400 000	 455.000	 
	otal Supporting Services		\$400,000	\$ 475,000	\$ 75,000
T	otal Expenditures		\$400,000	\$ 475,000	\$ 75,000
Excess of R	evenues Over Expenditures		\$0	\$ 25,000	\$ 25,000
Beginning F	und Balance @ 7/1/22		\$678,353	\$678,353	\$0
Est. Ending	Fund Balance @ 6/30/23		\$678,353	\$703,353	\$25,000

#### MILAN AREA SCHOOLS BOARD OF EDUCATION General Fund

#### 2023-2024 Preliminary Budget

		FY 22-23 Final <u>Budget</u>		FY 23-24 Proposed <u>Budget</u>	Increase/ Decrease
<b>REVENUE:</b>					
100	Local	\$ 4,658,840	\$	4,926,743	\$ 267,903
300	State	22,047,214		19,651,537	(2,395,677)
400	Federal	3,125,225		1,296,503	(1,828,722)
500/600	Incoming Transfers	3,465,461		3,381,210	 (84,251)
To	tal Revenues	\$33,296,740	\$	29,255,993	\$ (4,040,747)
EXPENDITURES:					
110	Basic Programs	\$ 13,527,821	\$	12,304,981	(1,222,840)
120	Added Needs	3,552,017	,	3,262,808	(289,209)
130	Adult/Cont. Ed.	238,103		238,103	_
To	tal Instruction	\$17,317,941		\$15,805,892	 (\$1,512,049)
210	Pupil Support Services	\$ 3,993,911		\$4,011,550	17,639
220	Instructional Support	1,171,259		1,116,755	(54,504)
230	General Administration	662,767		630,195	(32,572)
240	School Administration	1,737,953		1,686,039	(51,914)
250	Business Support	492,074		472,343	(19,731)
260	Operation/Maintenance	4,504,278		3,925,888	(578,390)
270	Transportation	1,527,797		1,574,486	46,689
280	Central Support	1,049,563		1,041,456	(8,107)
290	Support Service Other	743,254		786,248	42,994
300	Community Services	1,011,322		1,003,259	(8,063)
400	Site Improvement Services				-
600	Transfers	B-27-0-2			_
To	tal Supporting Services	\$16,894,178	\$	16,248,219	\$ (645,959)
To	tal Expenditures	\$34,212,119	\$	32,054,111	\$ (2,158,008)
Excess of Revenu	es Over Expenditures	(\$915,379)	\$	(2,798,118)	\$ (1,882,739)
Beginning Fund Bal	ance @ 7/1/22 and 7/1/23	\$4,931,946		\$4,016,567	
Beginning Fund E	Balance as % of Expenditures	14.42%		12.53%	-1.89%
Est. Ending Fund	Balance @ 6/30/23 and 6/30/24	\$4,016,567		\$1,218,449	(\$1,882,739)
<b>Ending Fund Bala</b>	nce Assignments				
Ass	signed Harkness Estate	(50,000)		(50,000)	-
Ass	signed Curriculum	(90,000)		(90,000)	-
Ass	signed PECC	(341,600)		(341,600)	-
Ass	signed Athletics	(20,965)		(20,965)	-
Ass	signed Technology	(75,000)		(75,000)	-
	signed Building & Grounds	(75,000)		(75,000)	-
	signed Buses	(90,000)		(90,000)	-
	signed Athletics Sound System	(86,120)			86,120
Un	assigned	3,187,882		475,884	
Total Ending Fund E	Balance as % of Expenditures	11.74%		3.80%	
Unassigned Ending	Fund Balance as % of Expenditures	9.32%		1.48%	

# MILAN AREA SCHOOLS BOARD OF EDUCATION Total Debt Funds 2023-2024 Preliminary Budget

REVENUE:		FY 22-23 Final <u>Budget</u>	FY 23-24 Proposed <u>Budget</u>	Increase/
100	Local	\$ 6,207,390	\$ 6,627,390	\$420,000
300	State	348,498	348,498	-
400	Federal	-	-	-
500	Other Financing Sources	 9,233,416	-	(9,233,416)
7	otal Revenues	15,789,304	6,975,888	(8,813,416)
EXPENDITUE	RES:			
250	Business Support	\$ 1,500	\$ 1,500	\$ -
500	Debt Service	15,702,004	7,019,872	(8,682,132)
600	Transfers	-	-	
T	otal Expenditures	 15,703,504	7,021,372	(8,682,132)
Excess of Re	evenues Over Expenditures	85,800	(45,484)	(131,284)
Begining Fur	nd Balance @ 7/1/22 and 7/1/23	\$ 459,809	\$ 545,609	85,800
Est. Ending F	Fund Balance @ 6/30/23 and 6/30/24	545,609	500,125	(45,484)

# MILAN AREA SCHOOLS BOARD OF EDUCATION 2018 Debt Funds 2023-2024 Preliminary Budget

REVENUE:		FY 22-23 Final <u>Budget</u>	FY 23-24 Proposed <u>Budget</u>	Increase/
100	Local	\$ 1,146,202	\$ 2,965,997	\$ 1,819,795
300	State	64,338	155,974	91,636
400	Federal			· -
500	Other Financing Sources	2,009,877		(2,009,877)
	Total Revenues	 3,220,417	3,121,971	(98,446)
EXPENDIT	URES:			
250	Business Support	\$ 500	\$ 500	\$ _
500	Debt Service	3,233,000	3,142,000	(91,000)
600	Transfers			-
•	Total Expenditures	3,233,500	3,142,500	(91,000)
Excess of F	Revenues Over Expenditures	(13,083)	(20,529)	(7,446)
Begining F	und Balance @ 7/1/22 and 7/1/23	105,743	92,660	(13,083)
Est. Ending	Fund Balance @ 6/30/23 and 6/30/24	92,660	72,131	(20,529)

# MILAN AREA SCHOOLS BOARD OF EDUCATION 2019 Debt Funds 2023-2024 Preliminary Budget

REVENUE:		FY 22-23 Final <u>Budget</u>	FY 23-24 Proposed <u>Budget</u>		Increase/ Decrease
100	Local	\$ 1,496,278	\$ 2,958,448	\$	1,462,170
300	State	83,997	155,578		71,581
400	Federal		_		•
500	Other Financing Sources	1,461,566	-		(1,461,566)
ד	Total Revenues	 3,041,841	3,114,026		72,185
EXPENDITU	IRES:				
250	Business Support	\$ 500	\$ 500	\$	-
500	Debt Service	3,137,000	3,134,000		(3,000)
600	Transfers				-
7	Total Expenditures	3,137,500	3,134,500	-	(3,000)
Excess of R	evenues Over Expenditures	(95,659)	(20,474)		75,185
Begining Fu	ınd Balance @ 7/1/22 and 7/1/23	152,184	56,525		(95,659)
Est. Ending	Fund Balance @ 6/30/23 and 6/30/24	56,525	36,051		(20,474)

#### MILAN AREA SCHOOLS BOARD OF EDUCATION

#### School Bond Loan Fund Repayment 2023-2024 Preliminary Budget

REVENUE:		FY 22-23 Final <u>Budget</u>	FY 23-24 Proposed <u>Budget</u>	Increase/
100	Local		\$ 702,945	\$ 702,945
300	State		36,946	36,946
400	Federal		-	-
500	Other Financing Sources		-	_
	Total Revenues	-	739,891	739,891
EXPENDIT	URES:			
250	Business Support		\$ 500	\$ 500
500	Debt Service		743,872	743,872
600	Transfers			-
	Total Expenditures	•	 744,372	744,372
Excess of I	Revenues Over Expenditures	-	(4,481)	(4,481)
Begining F	und Balance @ 7/1/22 and 7/1/23		396,424	396,424
Est. Ending	Fund Balance @ 6/30/23 and 6/30/24	-	391,943	391,943

<sup>\*</sup> Beginning fund balance is the amount of the estimated ending fund balance for the 2016 Debt Fund

#### MILAN AREA SCHOOLS BOARD OF EDUCATION Food Service Fund 2023-2024 Preliminary Budget

REVENUE:		FY 22-23 Final <u>Budget</u>	FY 23-24 Proposed <u>Budget</u>		Increase/ Decrease
100	Local	\$ 241,000	\$252,500	\$	11,500
300	State	62,952	35,013		(27,939)
400	Federal	552,759	450,000		(102,759)
500/600	Incoming Transfers				-
ר	Total Revenues	\$856,711	\$737,513	\$	(119,198)
EXPENDITURES	<u>3:</u>				
110	Basic Programs			\$	_
120	Added Needs			,	_
130	Adult/Cont. Ed.				-
210	Pupil Support Services				_
220	Instructional Support				_
230	General Administration				-
240	School Administration				-
250	Business Support				-
260	Operation/Maintenance				-
270	Transportation				-
280	Central Support				-
290	Support Service - Food Service	794,937	762,171		(32,766)
300	Community Services				-
400	Site Improvement Services				-
600	Transfers	 40,000	40,000		-
7	otal Supporting Services	 \$834,937	\$802,171	\$	(32,766)
ר	otal Expenditures	\$834,937	\$802,171	\$	(32,766)
F	Revenues over/(under) Expenditures	\$21,774	(\$64,658)	\$	(86,432)
Begining Fund E	3alance @ 7/1/22 and 7/1/23	\$352,176	\$373,950		\$21,774
Est. Ending Fun	d Balance @ 6/30/23 and 6/30/24	\$373,950	\$309,292		(\$64,658)

#### MILAN AREA SCHOOLS BOARD OF EDUCATION Student/School Activity Fund 2023-2024 Preliminary Budget

REVENUE:		FY 22-23 Final Budget	FY 23-24 Proposed <u>Budget</u>	ncrease/ <u>Decrease</u>
100	Local	\$ 500,000	\$ 500,000	\$ -
300	State			-
400	Federal			-
500	Other Financing Sources	 	 ****	 -
•	Total Revenues	\$500,000	\$ 500,000	\$ -
EXPENDITU	JRES:			
110	Basic Programs			-
120	Added Needs			_
130	Adult/Cont. Ed.	 		· _
•	Total Instruction	\$0	\$0	\$0
210	Pupil Support Services			-
220	Instructional Support			-
230	General Administration			-
240	School Administration			-
250	Business Support			-
260	Operation/Maintenance			-
270	Transportation			-
280	Central Support			-
290	Support Service Other	475,000	500,000	25,000
300	Community Services			-
400	Site Improvement Services			-
600	Transfers	 £475.000	 500.000	 -
	Total Supporting Services	\$475,000	\$ 500,000	\$ 25,000
•	Total Expenditures	\$475,000	\$ 500,000	\$ 25,000
Excess of F	Revenues Over Expenditures	\$25,000	\$ -	\$ (25,000)
Beginning l	Fund Balance @ 7/1/22 and 7/1/23	\$678,353	\$703,353	\$25,000
Est. Ending	Fund Balance @ 6/30/23 and 6/30/24	\$703,353	\$703,353	\$0

#### GENERAL APPROPRIATIONS ACT RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION OF THE MILAN AREA SCHOOLS

**RESOLVED**, that this resolution shall be the general appropriations act of the Milan Area Schools for the fiscal year ending June 30, 2024; AN ACT to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all income received by the Milan Area Schools.

**BE IT FURTHER RESOLVED**, that the total revenues and the unappropriated fund balance estimated to be available for appropriations in the General Fund of the Milan Area School District for the fiscal year ending June 30, 2024 is as follows (Note: Total revenues include all income generated by an ad valorem property tax levy of 17.9694 mills, applied against all non-homestead (excluding commercial personal property) and non-qualified agricultural property and 5.9694 mills, applied against all commercial personal property. The purpose of such a millage levy is to help support the appropriations outlined below.):

#### Revenue:

Local			\$	4,926,743
State				19,651,537
Federal				1,296,503
Incoming Transfers & Other Transactions				3,381,210
TOTAL REVENUE			\$	29,255,993
Fund Balance, July 1, 2023 (Est.)	\$	4,016,567		
Less Appropriated Fund Balance		-		
Fund Balance Available to Appropriate				4,016,567
TOTAL AVAILABLE TO APPROPRIATE				33,272,560

**BE IT FURTHER RESOLVED**, that \$ 32,054,111 of the total available to appropriate in the General Fund is hereby appropriated in the amounts and for the purposes set forth below:

#### Expenditures:

Instruction	
Basic Programs	\$ 12,304,981
Added Needs	3,262,808
Adult/Cont. Ed.	238,103
Support Services	
Pupil Support Services	4,011,550
Instructional Support	1,116,755
General Administration	630,195
School Administration	1,686,039
Business Support	472,343
Operations/Maintenance	3,925,888
Transportation	1,574,486
Central Support	1,041,456
Support Service	786,248
Community Services	1,003,259
Other Financing Uses	
Site Improvement Services	-
Transfers	-
TOTAL APPROPRIATED	\$ 32,054,111
Projected Unappropriated	
Fund Balance June 30, 2024	\$ 1,218,449

**BE IT FURTHER RESOLVED**, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the Food Service Fund (Cafeteria Fund) of the Milan Area School District for the fiscal year ending June 30, 2024 is as follows:

Rev	100		
ישת	vei	iue.	

Local			\$ 252,500
State			35,013
Federal			450,000
TOTAL REVENUE			\$ 737,513
Fund Balance, July 1, 2023 (Est.)	\$	373,950	
Less Appropriated Fund Balance		_	
Fund Balance Available to Appropriate			373,950
TOTAL AVAILABLE TO APPROPRIATE		\$ 1,111,463	

**BE IT FURTHER RESOLVED**, that \$802,171 of the total available to appropriate in the School Service Fund (Cafeteria Fund) is hereby appropriated in the amounts and for the purposes set forth below:

#### Expenditures:

Instruction

Support Services

Support Service-Food Service 762,171

Community Services
Other Financing Uses

Transfers 40,000 **TOTAL APPROPRIATED** \$ **802,171** 

Projected Unappropriated Fund Balance June 30, 2024

\$ 309,292

**BE IT FURTHER RESOLVED**, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the Student/School Activity Fund of the Milan Area School District for the fiscal year ending June 30, 2024 is as follows:

#### Revenue:

Local			\$ 500,000
TOTAL REVENUE			\$ 500,000
Fund Balance, July 1, 2023 (Est.)	\$	703,353	·
Less Appropriated Fund Balance		-	
Fund Balance Available to Appropriate			703,353
TOTAL AVAILABLE TO APPROPRIATE		\$ 1.203.353	

**BE IT FURTHER RESOLVED**, that \$ 500,000 of the total available to appropriate in the Student/School Activity Fund is hereby appropriated in the amounts and for the purposes set forth below:

#### Expenditures:

Instruction

Support Services

Support Service - Other 500,000

Community Services
Other Financing Uses

TOTAL APPROPRIATED \$ 500,000

Projected Unappropriated

Fund Balance June 30, 2024 \$ 703,353

**BE IT FURTHER RESOLVED**, that the total revenues and unappropriated fund balance estimated to be available for appropriations in the Debt Retirement Fund of the Milan Area School District for the fiscal year ending June 30, 2024 is as follows (Note: Total revenues include all revenue generated by a tax levy of 9.7500 mills, applied against all property in the Milan Area School District. The purpose of such a levy is to support the appropriations outlined below.):

Revenue:		
	Local	6,627,390.00
	State	348,498.00
	Federal	-
	Incoming Transfers & Other Transactions	-
TOTAL R	FVENUE	\$ 6 975 888

\*Note: the district will borrow funds from the School Loan Revolving Fund (SLRF) to make up any principal and interest deficit. The amount shown above is an estimate.

TOTAL AVAILABLE TO APPR	OPRIA	TE	\$ 7.521.497
Fund Balance Available to Appropriate			 545,609
Less Appropriated Fund Balance		<u>-</u>	
Fund Balance, July 1, 2023 (Est.)	\$	545,609	

**BE IT FURTHER RESOLVED**, that \$7,021,372 of the total available to appropriate in the Debt Retirement Fund is hereby appropriated in the amounts and for the purposes set forth below:

#### Expenditures:

Business Support Debt Service	\$ 1,500 7,019,872
Transfers	-
TOTAL APPROPRIATED	\$ 7,021,372
Projected Unappropriated	
Fund Balance June 30, 2024	\$ 500,125

**BE IT FURTHER RESOLVED**, that no Board of Education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board. Changes in the amount appropriated by the Board shall require approval by the Board.

**BE IT FURTHER RESOLVED**, that the Superintendent is hereby charged with general supervision of the execution of the budget adopted by the Board and shall hold the department heads responsible for performance of their responsibility within the amount appropriated by the Board of Education and in keeping with the budgetary policy statement hitherto adopted by the Board.

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

Milan Area Schools, Washtenaw and Monroe Counties, Michigan (the "Issuer" or "School District")

A regular meeting of the board of education of the Issuer (the "Board") was held in the Milan High School Performing Arts Center, within the boundaries of the Issuer, on the 7th day of June, 2023, at 7:00 o'clock in the p.m. (the "Meeting").

	The Meeti	ing was called to order by, President.	
	Present:	Members	
	Absent:	Members	
	The follow	wing preamble and resolution were offered by Member	
and su	pported by	Member :	

WHEREAS, under the terms of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended (the "Act"), the School District is authorized to borrow money for school operations and issue its notes therefor, in one or more series, pledging for the payment thereof moneys to be received by it pursuant to the State School Aid Act of 1979, Act 94, Public Acts of Michigan, 1979, as amended (the "State Aid Act"), which notes shall be the full faith and credit obligation of the School District; and

WHEREAS, the estimated amount of the state school aid appropriations allocated or to be allocated to the School District for the fiscal year ending June 30, 2024 and expected to be received by the School District from October 2023 through August 2024, inclusive (the "2023/2024 State Aid" or the "Pledged State Aid"), is shown in paragraph 1 of Exhibit A; and

WHEREAS, the School District has the need to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A to pay operating expenses for the fiscal year ending June 30, 2024, which amount is estimated to be not more than 70% of the difference between the total state school aid funds apportioned or to be apportioned to the School District for the 2023/2024 State Aid and that portion of the 2023/2024 State Aid already received or pledged; and

WHEREAS, the School District plans to issue or has issued notes, bonds or other obligations subject to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), relating to arbitrage and the rebate thereof, including but not limited to federally tax-exempt and/or tax-advantaged bonds and other obligations, not including this borrowing, during calendar year 2023 in the aggregate principal amount shown in paragraph 3 of Exhibit A; and

WHEREAS, the School District determines that it is in its best interest to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A and issue and sell general

obligation notes in one or more series (the "Note" or "Notes") of the School District to the Michigan Finance Authority (the "Authority").

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

- 1. The School District, pursuant to Section 1225 of the Act, shall issue its Notes in one or more series in order to borrow for the above purpose a sum not to exceed the amount shown in paragraph 2 of Exhibit A, the final amount and series designation to be determined by an officer designated in paragraph 4 of Exhibit A, or a designee who shall be a member of the administrative staff or board of education of the School District (each an "Authorized Officer"), prior to the sale of the Notes, or such portion thereof as the Michigan Department of Treasury (the "Treasury") may approve, if prior approval is necessary, and issue the Notes of the School District therefor in anticipation of the distribution of the Pledged State Aid.
- 2. The Notes shall be issued in one or more series, bear interest at the rate or rates determined on the sale thereof, which shall not exceed the maximum rate permitted by law at the time of sale, be dated as set forth in paragraph 5 of Exhibit A, or as of the date of delivery, and be due and payable on the date or dates shown in paragraph 5 of Exhibit A. The Notes shall be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent in the State of Michigan, as shall be designated by the Authority. The Notes shall be in denominations to be determined by an Authorized Officer prior to the sale of the Notes. The Notes shall be subject to redemption prior to maturity as specified in the purchase contract between the Authority and the School District (the "Purchase Contract").
- 3. The School District hereby appropriates a sufficient amount of the Pledged State Aid to repay the principal of and interest on the Notes. In addition, the full faith and credit of the School District is hereby irrevocably pledged for payment of the principal of and interest on the Notes and, in case of the insufficiency of the Pledged State Aid, the School District shall pay the Notes from any funds legally available therefor, and, if necessary, levy sufficient taxes on all taxable property in the School District for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.
- 4. In the event any Authorized Officer determines that it is in the best interest of the School District to choose to pay all or a portion of the principal of and interest on the Notes with set-aside installments:
  - A. The School District shall set aside moneys in a separate fund with the depository designated in the Purchase Contract described below (the "Depository") to pay the principal of and interest on the Notes when due in three (3), five (5) or seven (7) consecutive monthly set-aside installments (an "Installment" or the "Installments"), ending on July 22, 2024, and earlier on the 20th day of each month (or, in the case of January and April, the 22nd), or such other state school aid payment date as may be provided for under state law (each a "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Payment Date shall be the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then the School District pledges to use any and all other available funds to meet the Installment obligation. If the School District fails to set aside all or any portion of an Installment (the "Installment Shortfall") on the Payment Date, the Authority is authorized, pursuant

to Section 17a(3) of the State Aid Act, to intercept 100% of the Pledged State Aid to be distributed to the School District beginning with the month following the School District's failure to meet the Installment obligation and all months thereafter, in accordance with the terms and conditions of the Purchase Contract. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the School District and apply the intercepted amount on the following priority basis: (i) the Installment Shortfall; (ii) the current month's Installment; and (iii) any amounts remaining to be immediately distributed to the School District. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the total principal of and interest on the Notes. Unless expressly authorized by the Authority, the maximum amount of each Installment will not exceed 50% of the amount of Pledged State Aid due to the School District in any Installment month.

- B. If the School District has failed to deposit all or a portion of an Installment by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the School District on the first business day following the last business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of such written notice from the Depository, the Authority shall promptly notify the School District that it will immediately commence to intercept 100% of the Pledged State Aid.
- C. If on the date of the final Installment as specified in Schedule I to the Purchase Contract, the funds with the Depository are insufficient to pay the principal of and interest on the Notes when due, the School District, pursuant to Section 17a(3) of the State Aid Act to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the payment has been made.
- D. Any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17(a)(3) of the State Aid Act.
- E. Any Authorized Officer is further authorized to determine that each Installment is a partial mandatory redemption of a particular series of the Notes and that the last Installment is the maturity date of that series of the Notes, and such determination shall be conclusively evidenced by the Purchase Contract.
- F. The School District authorizes and consents to the Authority entering into an investment agreement with a financial institution for the investment of funds deposited with the Depository on behalf of the Authority and the School District, in the event the Authority determines to enter into such an agreement.
- 5. Any Authorized Officer is authorized to sell all or a portion of the Notes to the Authority without an Installment payment schedule (the "No Set-Aside Notes") pursuant to the provisions of this resolution. In that event: (A) any Authorized Officer is further authorized to

agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept or advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17a(3) of the State Aid Act; (B) the School District acknowledges that payment of the principal of and interest on certain of the No Set-Aside Notes may be secured by a directpay letter of credit issued for the account of the Authority and the School District by one or more providers selected by the Authority (each a "Letter of Credit"; and each issuer a "Letter of Credit Bank"); (C) it shall not be deemed a default by the School District under the provisions of the Purchase Contract or the No Set-Aside Notes if the principal of and interest on the No Set-Aside Notes shall have been paid in full when due to the Authority from proceeds of a drawing on the Letter of Credit and the drawing on the Letter of Credit is reimbursed by the School District on the designated date set forth in the reimbursement agreement relating to the Letter of Credit; and (D) the School District appoints the Authority as its agent to enter into the reimbursement agreement for and on behalf of the School District, if required by the Authority, as well as on the Authority's own behalf, and the School District agrees to be referred to as an account party in the Letter of Credit obtained by the Authority to secure payment of the No Set-Aside Notes and any series of the Authority's State Aid Revenue Notes issued to finance the Authority's purchase of the No Set-Aside Notes.

- 6. The President and Secretary of the Board of Education shall execute the Notes on behalf of the School District, and the executed Notes shall be delivered to the Authority upon the receipt of the purchase price therefor. The Vice President, Treasurer, Superintendent, Assistant/Associate Superintendent, or individual acting in the capacity of the school business official may execute the Notes instead of either the President or Secretary. The foregoing officials are hereby authorized to execute and deliver a temporary Note or Notes and exchange, when available, final printed Notes therefor at the request of the Authority. If permitted by the Authority, Notes may be executed using electronic or facsimile signatures, with such electronic or facsimile signatures having the same legal effect and enforceability as a manual signature.
- 7. Unless the Notes are issued as federally taxable, the School District hereby covenants for the benefit of all holders of the Notes to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be or continue to be excluded from gross income for federal income taxation purposes, including, but not limited to, requirements relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Note proceeds and moneys deemed to be Note proceeds.
- 8. If necessary, any Authorized Officer is hereby authorized to make application to Treasury for and on behalf of the School District for an order approving the issuance of the Notes and to pay any applicable fee therefor, or a post-issuance filing fee, as applicable.
- 9. Any Authorized Officer is hereby authorized to execute any documents or certificates necessary to complete the transaction including, but not limited to, any certificates relating to federal or state securities laws, rules or regulations. If permitted by the Authority, such documents or certificates may be executed using electronic or facsimile signatures, with such electronic or facsimile signatures having the same legal effect and enforceability as a manual signature.
  - 10. The Notes shall be sold to the Authority and the following provisions shall apply:

- A. Any Authorized Officer is hereby authorized to execute and deliver one or more Purchase Contracts with the Authority (which shall be determined by whether one or more series of Notes are issued hereunder) in substantially the form attached hereto as Exhibit B reflecting the terms and conditions of the borrowing with such additions, deletions or substitutions (including without limitation additions, deletions or substitutions required by any Letter of Credit Bank(s) or any purchaser(s) of any series of the Authority's State Aid Revenue Notes issued by the Authority to finance its purchase of the Notes), as the Authority and any Authorized Officer shall deem necessary and appropriate, including the number of Installments, if any, and their dates and amounts, and not inconsistent with the provisions of this resolution. The choice of whether to make Installments for the Notes and/or the number, dates and amounts of Installments shall be conclusively evidenced by the Purchase Contract. The Purchase Contract shall include the School District's agreement with respect to any Installment not received by the Depository from the School District on the respective Payment Date, to pay the Authority an amount as invoiced by the Authority to recover its administrative costs and lost investment earnings attributable to that late payment. If permitted by the Authority, a Purchase Contract may be executed by an Authorized Officer using an electronic or facsimile signature, with such electronic or facsimile signature having the same legal effect and enforceability as a manual signature.
- B. Any Authorized Officer is further authorized to approve (i) the specific interest rate(s) to be borne by the Notes, not exceeding the maximum rate permitted by law, (ii) the purchase price of the Notes, not less than the price specified in paragraph 6 of Exhibit A, (iii) a guaranteed investment agreement or other permitted investment in accordance with state law for funds paid to the Depository, if applicable, (iv) direct payments of Pledged State Aid to and if required by the Authority, (v) if applicable, a default rate with respect to a private placement of the Notes, and (vi) other terms and conditions relating to the Notes and the sale thereof.
- C. The form of the No Set-Aside Notes shall contain the following language in substantially the form set forth below as applicable, with such additions, deletions or substitutions (not inconsistent with the Purchase Contract) as the Authority and any Authorized Officer shall deem necessary and appropriate:

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured and all other outstanding and unpaid amounts owing by the School District under the Purchase Contract shall bear interest until paid at an interest rate per annum based upon a 360-day year for the actual number of days elapsed equal to the "Bank Reimbursement Rate" as described in Schedule I to the Purchase Contract.

11. By opting to sell its Notes to the Authority, the School District hereby determines that it is in the best interest of the School District to sell its Notes to the Authority rather than sell the Notes at a competitive sale based upon the historical performance of the Authority's note pool program whereby competitive interest rates and reduced costs of issuance are obtained by pooling several participating school districts in one or more series of notes. Any School District policy or bylaw that requires a bidding process to sell the Notes is suspended by this resolution with respect to the School District's sale and issuance of the Notes.

- 12. Within fifteen (15) business days after issuance of the Notes, the Board hereby authorizes and directs the Superintendent to cause to be filed with Treasury any and all documentation required subsequent to the issuance of the Notes, along with any statutorily required fee.
- 13. Each series of Notes issued hereunder are of equal standing as to the Pledged State Aid. The School District reserves the right to issue additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid with the prior written consent of an authorized officer of the Authority. The School District further resolves that the amount payable as to principal of and interest on the Notes plus the amount payable as to principal of and interest on or prior to the maturity date of the Notes on any additional notes or other obligations of equal standing with the Notes as to payment from Pledged State Aid will not exceed 70% of the amount of Pledged State Aid.
- 14. The Authority has appointed Thrun Law Firm, P.C. to act as counsel to the underwriter and the structuring agent for the August 2023 state aid note program. The Board consents to Thrun Law Firm, P.C. representing this School District and acting as counsel to the underwriter and the structuring agent for the Authority's August 2023 state aid note program.
- 15. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Milan Area Schools, Washtenaw and Monroe Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

JJS/vqt

### **EXHIBIT A**

- 1. Estimated 2023/2024 State Aid allocated or to be allocated for fiscal year ending June 30, 2024: \$19,321,394 (total amount estimated to be received from October 1, 2023 through August 31, 2024)
- 2. Amount of borrowing not to exceed: \$1,500,000
- 3. Principal amount of notes, bonds or other obligations, including but not limited to federally tax-exempt and/or tax-advantaged bonds, not including this borrowing, that have been issued or are expected to be issued during the 2023 calendar year: \$0.00 (include plans for voted or non-voted bonds, refunding bonds, additional state aid notes, tax anticipation notes, installment purchase agreements, lines of credit, and lease-purchase agreements)
- 4. Authorized Officer: President, Vice President, Secretary or Treasurer of the Board of Education, Superintendent, Assistant/Associate Superintendent, or individual acting in the capacity of the school business official, or a designee thereof
- 5. The Notes shall be dated August 21, 2023 and shall mature on July 22, 2024, August 20, 2024, or such other date as determined by any Authorized Officer
- 6. Purchase price: Not less than 97% of the principal amount of the Notes
- 7. Five percent (5%) of estimated fiscal year 2022/2023 operating expenses: \$1,710,605.95

#### **EXHIBIT B**

### FORM OF PURCHASE CONTRACT

# [Insert Name of School District Here]

The Michigan Finance Authority (the "Authority"), a public body corporate and politic, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before the date set forth below. The Issuer accepts the electronic or digital signature of the Authority's Executive Director (or other authorized officer of the Authority) if set forth below and acknowledges that it has the same legal effect and enforceability as a manual signature.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, including those set forth in Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, notes (the "Notes") in the principal amount and with the interest rate as shown in Schedule I. The purchase price for the Notes shall be as set forth in Schedule I.

IF THREE, FIVE OR SEVEN SET-ASIDES ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer acknowledges that the Authority will purchase the Notes with proceeds from certain State Aid Revenue Notes to be issued by the Authority (the "Authority's Notes"). The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include underwriters' discount, printing charges, rating agency charges, trustee fees, note counsel fees, and other counsel fees and issuance fees of the Authority and the underwriter(s) related to the Authority's Notes; provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown in Schedule I.

The Issuer pledges to pay the principal of and interest on the Notes from its State School Aid appropriations allocated or to be allocated to it for the fiscal year ending June 30, 2024 and to be paid from October 2023 through August 2024, inclusive (the "Pledged State Aid"). Moneys to pay the principal of and interest on the Notes when due shall be set aside in a separate fund with the Depository (as defined in Schedule I) as hereinafter described, due in three (3), five (5), or seven (7) consecutive monthly set-aside installments (an "Installment" or the "Installments") as specified in Schedule I, or such other State School Aid payment date as may be provided for under state law (the "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Installment shall be due on the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. Notwithstanding the foregoing, the Issuer hereby irrevocably

directs the Treasurer of the State of Michigan to directly transfer to the Depository payment of the Issuer's current month's Installment from the Pledged State Aid received during the month of the Installment on the Payment Date. If, for any reason, the Pledged State Aid received during the month of an Installment is insufficient to pay the Installment (an "Installment Shortfall") the Issuer pledges to use any and all other legally available funds to pay the Installment Shortfall. If the Issuer has failed to deposit with the Depository all of the Installment Shortfall by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer, and the Issuer on the first business day following the last business day of the month of the failure to deposit all of the Installment Shortfall. Upon receipt of written notice from the Depository, the Authority shall promptly notify the Issuer that it will immediately commence to intercept Pledged State Aid as described herein.

Pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the "Act"), the Authority is authorized to intercept 100% of the Pledged State Aid to be distributed to the Issuer. Beginning with the month following the Installment Shortfall, for Pledged State Aid to be distributed to the Issuer pursuant to the Act on or before July 22, 2024, the Authority shall intercept 100% of that Pledged State Aid and apply the intercepted amount on the following priority basis: (A) to the Installment Shortfall; (B) to the current month's Installment; and (C) any amounts remaining to be immediately distributed to the Issuer. Except as otherwise provided below, the intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the principal of and interest on the Notes.

If on the date of the final Installment as specified in Schedule I, the funds on deposit with the Depository are insufficient to pay the principal of and interest on the Notes when due, and any and all other amounts owed by the Issuer as set forth in Schedule I (the "Payment Obligations"), and the Issuer also has an outstanding no set-aside state aid note issued as a separate series on August 21, 2023 (a "No Set-Aside Note") and purchased by the Authority with proceeds from the Authority's State Aid Revenue Notes, Series 2023A-2, then the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the Payment Obligations, assigns to the Authority and authorizes to intercept, and directs the State Treasurer to advance, the Issuer's Pledged State Aid to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 21, 2023, by and among the Authority, the Treasurer of the State of Michigan and \_\_\_\_\_\_\_\_.

If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal of and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

- (i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer before August 2024 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and, after the Authority's Notes are paid, any amounts remaining shall be immediately distributed to the Issuer; and/or
- (ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the

Notes. Each TIA shall be in a form prescribed by the Authority, with such additions, deletions or substitutions reasonably required by any local taxing unit that collects operating tax revenues for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's Notes and a Trust Indenture dated as of August 1, 2023 (the "Trust Indenture"), issued by the Authority pursuant to its Note Authorizing Resolution adopted June 6, 2023, and for the Authority's obligations under a Note Purchase Agreement between it and any underwriter(s) or purchaser(s) of the Authority's Notes.]

IF NO SET-ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT RELATING TO THE AUTHORITY'S STATE AID REVENUE NOTES SECURED BY A LETTER OF CREDIT (IF ANY):

[The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include underwriter's discount, printing charges, letter of credit fees and related charges of a letter of credit (including, without limitation, all other amounts owing by the Authority under the reimbursement agreement relating to the letter of credit), rating agency charges, trustee fees, note counsel fees, and other counsel fees and issuance fees of the Authority related to the Authority's Notes (as defined below); provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown on Schedule I hereto.

The Issuer acknowledges that (A) the Authority will purchase the Notes with proceeds from the State Aid Revenue Notes, Series 2023A-2 to be issued by the Authority (the "Authority's Notes"); and (B) the payment of the principal of and interest on the Authority's Notes will be secured by a direct-pay letter of credit (the "Letter of Credit") to be issued by \_\_\_\_\_\_ (the "Bank"), pursuant to a reimbursement agreement among the Authority, \_\_\_\_\_\_ (as Trustee and Depository), and the Bank, dated as of August \_\_\_\_, 2023 (the "Reimbursement Agreement").

The Issuer agrees that it will deposit with the Depository (as defined in Schedule I) payment of the principal of and interest on the Notes in immediately available funds, the full amount of such principal of and interest on the Notes to be received by the Depository by 11:00 a.m. on the maturity date of the Notes. The Issuer pledges to pay the principal of and interest on its Notes from the 2023/2024 State School Aid to be allocated to it and to be paid from October 2023 through August 2024, inclusive (the "Pledged State Aid").

Not later than August \_\_\_, 2024, the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on August 20, 2024 (the maturity date of the Notes) to pay the principal of and interest on the Notes when due on that maturity date. If the Issuer determines that there will be insufficient funds on deposit with the Depository on August 20, 2024 to pay the principal of and interest on the Notes on the maturity date of the Notes, the Issuer will so notify the Authority by telephone and email not later than August \_\_\_, 2024 (email to: TreasMFA-StateAidNote@michigan.gov; and telephone the Executive Director, 517-335-0994).

If on the maturity date of the Notes there are insufficient funds on deposit with the Depository to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the "Act"), to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance the Issuer's Pledged State Aid to be applied pursuant to the terms of any applicable State Aid Agreement, dated as of August 21, 2023, by and among the Authority, the State Treasurer of the State of Michigan, and \_\_\_\_\_\_\_. The Issuer acknowledges that such a State Aid Agreement will be executed among the Authority, the State Treasurer, the Depository, and the Trustee for the Authority whereby the State Treasurer agrees to intercept and/or advance all or part of any State School Aid as described under this Purchase Contract. Notwithstanding the foregoing:

- (A) The Issuer hereby irrevocably directs the State of Michigan to pay to the Depository 100% of the Pledged State Aid to be distributed to the Issuer in August 2024, and the Depository shall apply the August 2024 State School Aid payment on the following priority basis: (1) first, to pay the Bank the amount necessary to reimburse it for the drawing on the Letter of Credit to pay principal of and interest on the Authority's Notes on August 20, 2024; (2) second, all other amounts due and owing to the Bank under the Reimbursement Agreement; (3) third, to pay any outstanding obligations relating to any other notes issued and delivered by the Issuer to the Authority concurrently with the Notes ("Other Notes"), if any; and (4) any amount remaining to be immediately distributed to the Issuer.
- (B) If (i) the Issuer's August 2024 State School Aid payment will be less than the aggregate amount of principal of and interest on the Notes and on any Other Notes, and (ii) the Issuer will pay any of the remaining amount due from any source other than proceeds from its borrowing in the Authority's August 2024 state aid note pool, the Issuer shall give written notice by August \_\_\_, 2024 to the Authority and the Depository specifying each such source and amount (e.g., \$ \_\_\_ will be wired to the Depository from [bank name]).
- (C) If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal of and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:
  - (i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer before August 2024 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall be applied after the Authority's Notes are paid in the same manner as provided in paragraph (A) above; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the Notes and the Issuer shall take the actions necessary to promptly enter into the TIA(s). Each TIA shall be in a form prescribed by the Authority, with such additions, deletions or substitutions reasonably required by any local taxing unit that collects operating tax revenues for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's Notes and a Trust Indenture dated as of August 1, 2023 (the "Trust Indenture"), issued by the Authority pursuant to its Note Authorizing Resolution adopted June 6, 2023 and the Authority's obligations under the Reimbursement Agreement.]

The Issuer acknowledges that Section 15 of the Authority's enabling statute, the Shared Credit Rating Act, as amended, provides for a statutory lien on the Authority's pledge of the Pledged State Aid which is paramount and superior to all other liens for the sole purpose of paying the principal of, and interest on, (i) the Authority's Notes and (ii) if proceeds of any State Aid Revenue Notes of any other series issued and delivered by the Authority concurrently with the Authority's Notes are used to purchase any other notes of the Issuer, those other State Aid Revenue Notes.

The Issuer further acknowledges that Section 17a(3) of the Act does not require the State to make an appropriation to any school district or intermediate school district and shall not be construed as creating an indebtedness of the State.

With respect to any payment not received from the Issuer by the Depository by the time and date due under this Purchase Contract, the Issuer agrees to pay the Authority an amount as invoiced by the Authority to recover its administrative costs attributable to the late payment. The Issuer further agrees to reimburse the Authority (A) for any and all amounts which the Authority may have to rebate to the federal government due to investment income which the Issuer may earn in connection with the issuance or repayment of its Notes and (B) for the Issuer's pro rata share of the Costs of Issuance that were paid by the Authority in the event that the Authority is required to rebate investment earnings to the federal government regardless, in either case, whether the Issuer is subject to such rebate or not. In the event the Issuer does not meet any arbitrage rebate exception pursuant to the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, relative to the Notes, the Issuer will make any required rebate payment to the federal government when due.

The Issuer shall make the Notes and its other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents") available for inspection by the Authority on August \_\_\_\_, 2023, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern Time, on August 21, 2023 ("Closing Date"), or at another date and time determined by the Authority, the Issuer shall deliver the Notes to the Authority at the offices of \_\_\_\_\_\_, Lansing, Michigan, together with the Closing Documents, and the Authority shall accept delivery of the Notes and the Closing Documents and pay the purchase price for the Notes.

The Authority shall have the right in its sole discretion to terminate the Authority's obligations under this Purchase Contract to purchase, accept delivery of and pay for the Notes if the Authority is unable for any reason to sell and deliver the Authority's Notes on or prior to the Closing Date.

Michigan Finance Authority

	F	Зу
		Its Authorized Officer
Accepted and Agreed to this		
day of	, 2023	
	"Issuer")	
By	,	
Title:	_	

(Signature page to Purchase Contract)

9.

### Schedule I

# [INSTALLMENT PAYMENT SCHEDULE]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

men in the 1 archase Contract to which this schedule 1 is differed (the 1 archase Contract ).
1. The Issuer hereby covenants that it will deposit all Installment payments as set forth in paragraph of below with, or its successor (the "Depository") at its designated corporate trust office located in, Michigan. [The Issuer directs the Depository to use the proceeds of the Installment payments to acquire U.S. Treasury Obligations state and local government series ("SLGS") and/or such other U.S. Treasury notes, bonds, bills and securities as authorized and directed by the Authority and as permitted by law, or, if authorized and directed by the Authority, to enter into an investment contract with a financial institution on behalf of the Issuer for the investment of the Installment payments.] In the even the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.
2. The number of Installments shall be as set forth in paragraph 9 below. The Issuer hereby agrees to deposit funds with the Depository in accordance with the Purchase Contract and its resolution authorizing the Notes.
3. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.
4. The Issuer covenants that the principal amount of the Notes and the interest thereon, together with the amounts payable as to principal and interest on any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 70% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2023, through August 31, 2024.
5. The principal amount and the initial interest rate on the Notes shall not exceed \$ and
6. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$, plus (B) the Issuer's pro rata share of related charges pursuant to the Note Purchase Agreement between the Authority and the underwriter(s).
7. The Notes shall be dated August 21, 2023 and shall mature on [July 22][August 20], 2024.
8. The purchase price of the Notes shall be \$ (par of \$ [less net discount of \$] [plus net premium of \$]).

The amounts of the Installments/Mandatory Redemptions on the Payment Dates are:

#### Payment Date

**Installment/Mandatory Redemption** 

10. As long as the Notes are outstanding, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2024 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 20, 2024; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior

right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the Notes. "Other Obligations" as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 21, 2023 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2023A-2, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2023. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

11. The Notes and related funds on hand with the Depository are Security (as that term is defined in the Trust Indenture) for the Authority and the Trustee. The Issuer is directing the Authority, and the Authority is directing the Depository, to enter into an investment agreement with a financial institution for investment of such funds on behalf of the Authority and the Issuer. Subject to all ownership and security interests of the Authority, the Trustee and the Depository in and to such funds, accounts and investment, and to the extent required by law, an undivided interest in and to such investment, in the Issuer's designated allocable amount, is granted to the Issuer.

[Note: If a Purchaser of the Authority's State Aid Revenue Notes, Series 2023A-\_\_, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be added to this Schedule I, as appropriate]

#### Schedule I

## [NO INSTALLMENTS]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

(
1. The Issuer hereby agrees to deposit or cause to be deposited funds to pay principal of and interest on the Notes with, or its successor (the "Depository") at its designated corporate trust office located in, Michigan, in accordance with the Purchase Contract and resolution authorizing the Notes. In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.
2. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.
3. The Issuer covenants that the principal amount of the Notes and the interest thereon, together with the amounts payable as to principal and interest on any additional notes or other obligations of equa standing with the Notes as to the Pledged State Aid, will not exceed 70% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2023, through August 31, 2024.
4. The principal amount and the initial interest rate on the Notes shall not exceed \$ and
5. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$, plus (B) the Issuer's pro rata share of related charges pursuant to the Reimbursement Agreement among the Authority, the Bank and the Depository (including, without limitation, all other amounts owing by the Authority under the Reimbursement Agreement and the initial fee of the Bank).
6. The Notes shall be dated August 21, 2023 and shall mature on August 20, 2024.
7. The purchase price of the Notes shall be \$ (par of \$ [less net discount of \$ ] [plus net premium of \$ ]).

8. Drawings on the Letter of Credit shall be reimbursed to the Bank on the same day in immediately available funds and reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit shall be reimbursed to the Bank on demand as provided in the Reimbursement Agreement. Interest shall be payable to the Bank at a daily fluctuating interest rate per annum (the "Bank Reimbursement Rate") equal to (i) in the case of any amount drawn under the Letter of Credit and not so reimbursed, the Base Rate plus 4.0%; and (ii) in the case of any aforesaid reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit, the Base Rate plus 4.0%. For purposes of this paragraph 8:

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

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Bank) or any similar release by the Federal Reserve Board (as determined by the Bank). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

As long as the Notes are outstanding or any amounts are due and owing to the Authority under this Purchase Contract, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2024 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 20, 2024, and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the payment of the Notes. "Other Obligations" as defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 21, 2023 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2023A-1, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2023. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

[Note: If a Purchaser of the Authority's State Aid Revenue Notes, Series 2023A-\_\_, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be modified, or added to, this Schedule I, as appropriate]