ABOARD OF EDUCATION
NORTH BRANCH EDUCATIONAL SERVICES CENTER
6655 JEFFERSON, PO BOX 3620
NORTH BRANCH, MICHIGAN 48461-3620

The regular meeting of the North Branch Board of Education was held 7:00 p.m. on Monday, June 13, 2016 in the board room located in the North Branch Educational Services Center, 6655 Jefferson, North Branch, Michigan.

President Mabery called the meeting to order at 7:02 p.m.

Roll Call indicated the following Board members present:

Members Present:	Cory Mabery, President
	Cheryl Howell, Vice-President
	Doug Meiburg, Treasurer – arrived at 7:14 p.m.
	Melissa Schank, Secretary
	Daniel Deshetsky, Trustee
	Tom Nellenbach, Trustee
	Larry Mabery, Trustee

Others Present:	Thomas A. English	Superintendent
	Jeff Drayton	Director of Operations & Technology
	Jim Fish	Athletic Director
	Cindy Howe	Middle School Principal
	Greg Matheson	Elementary School Principal
	Dane Terauds	Elementary School Assistant Principal
	Rhoda Lucia	Recording Secretary

Community Members - 92

Moved by Howell, support by L. Mabery Board of Education approve the agenda as presented.
Roll Call vote: C. Mabery aye, Schank aye, Deshetsky aye, Howell aye, Nellenbach aye, L. Mabery aye
6 aye, 0 nay, 1 absent – Motion Carried

Presentations:
Middle School Stage Band led by Mr. White, accompanied by Mr. Parsons on the piano, along with 14 members performed "Heat Seeker by AC/DC" and "Get Ready by the Temptations".

Mr. English presented a DSA to Cindy Lewis on behalf of Mr. Jansen and the Ruth Fox staff in honor of winning the Henry Ford Innovation National Teacher Innovator award.

Mr. Fish presented Patty McCormack with a DSA on behalf of Mr. Hiltunen in honor of all her extra work with her students and her work with "Team Mariah" and Make a Wish.

Mr. Castle, coach of the Varsity Track Team, introduced Kaila Gormley, 11th grade student at NB High School and shared her high school track accomplishments.

Mr. Skelton, coach of the Varsity Girls' Soccer Team, introduced his girls spoke about their season accomplishments.

Mr. Atkins, coach of the Varsity Softball team, introduced his girls and spoke of their team accomplishments and the team was named Academic All-State with a team GPA of 3.686.

Mr. Jacobson, coach of the Varsity Baseball Team and TVC Coach of the Year for 2016, introduced his boys and spoke of their team accomplishments. Mr. Fish read the resolution recognizing the many team accomplishments.

Moved by C. Mabery, supported by Deshetsky that the board of education approve the resolution recognizing the athletic and academic accomplishments of the 2016 Varsity Baseball team.
Roll Call Vote: Howell aye, C. Mabery aye, L. Mabery aye, Schank aye, Meiburg aye, Deshetsky aye, Nellenbach aye
7 aye, 0 nay, 0 absent – Motion Passed

Mr. Fish, Mrs. Howe, Mr. Matheson, Mr. Terauds and Mr. Drayton recognized Mr. English with a DSA and read 2 letters speaking of many accomplishments he achieved throughout his career in North Branch.

Recess – 7:55 p.m.
Returned – 8:01 p.m.

Mr. Rosser presented his proposal for a disc golf course and entertain questions.

Moved Howell, supported by C. Mabery that the board of education authorize the use of North Branch Area School grounds to use for a disc golf course as presented.
Roll Call Vote: Nellenbach aye, Howell aye, C. Mabery aye, Meiburg aye, L. Mabery aye, Deshetsky aye, Schank aye
7 aye, 0 nay – Motion Carried

Communications:
Building principals shared their building reports with the board. Mr. Fish presented a grant application that was given to him by Connie Anderson.

Moved by L. Mabery, supported by Nellenbach that the board of education authorize Connie Anderson to apply for a grant for a state of the art collaboration lab in the amount of $47,000 to implement the project if funded.
Roll Call Vote: Deshetsky aye, Schank aye, L. Mabery aye, Meiburg aye, C. Mabery aye, Howell aye, Nellenbach aye
7 aye, 0 nay – Motion Carried

Board Committee Reports: none. The board had discussion on how to handle committees in the future.

Public Comment: The board entertained public comment.

Consent Agenda:
Moved by Howell, supported by L. Mabery the Board of Education has received and reviewed information for the consent agenda including the May 23, 2016 Meeting Minutes, May Accounts Payable Bills in the amount of $674,171.18, May Food Service Bills in the amount of $43,507.06, acknowledge the resignations of cook-Brenda Watz, cook-Sheila Ruby, teacher – Arron Cooper, business manager – Michelle Campbell, acknowledge the resignation for retirement of cook, Karen Todoroff with regret and best wishes, and approve the 2016-2017 MHSSA Membership Resolution as presented and attached.
Roll Call vote: Schank aye, C. Mabery aye, Howell aye, Meiburg aye, Deshetsky aye, Nellenbach aye, L. Mabery aye,
7 aye, 0 nay, 0 absent – Motion Carried

Moved by Schank, supported by L. Mabery the Board of Education enter into closed session at 9:00 p.m. for the purpose of NBEA negotiations.
Roll Call Vote: Deshetsky aye, Meiburg aye, Nellenbach aye, C. Mabery aye, Schank aye, Howell aye, L. Mabery aye
7 aye, 0 nay, 0 absent – Motion Carried

Returned at 9:31

Moved by L. Mabery, supported by Schank the Board of Education approve the minutes of the closed session.
Roll Call Vote: Nellenbach aye, C. Mabery aye, Meiburg aye, Howell aye, Schank aye, L. Mabery aye, Deshetsky aye
7 aye, 0 nay, 0 absent – Motion Carried

Items for action/discussion:
Moved by Deshetsky, supported by Meiburg that the Board of Education ratify the AFSCME Contract presented and attached.
Roll Call Vote: C. Mabery aye, Howell aye, Deshetsky aye, Meiburg aye, Nellenbach aye, L. Mabery aye, Schank aye
7 aye, 0 nay, 0 absent – Motion Carried

Moved by Schank, supported by Meiburg the Board of Education approve the bus finance resolution as presented and attached.
Roll Call Vote: Howell aye, Schank aye, L. Mabery aye, Nellenbach aye, C. Mabery aye, Deshetsky aye, Meiburg aye
7 aye, 0 nay, 0 absent – Motion Carried

Moved by Schank, supported by Howell the Board of Education approve the Lapeer Finance and HR Sungard Software resolution as presented and attached.
Roll Call Vote: L. Mabery aye, Meiburg aye, Nellenbach aye, Deshetsky aye, Schank aye, Howell aye, C. Mabery aye
7 aye, 0 nay, 0 absent – Motion Carried

Public Comment: None

Board Member Comment: The board members made comments.

Recess: 10:06
Returned: 10:07

Moved by Schank, supported by Howell the Board of Education enter into closed session at 10:07 p.m. for the purpose: To consider attorney-client privileged communication pursuant to Section 8(h) of the Open Meetings Act..
Roll Call Vote: Nellenbach aye, Deshetsky aye, Howell aye, C. Mabery aye, Schank aye, L. Mabery aye, Meiburg aye
7 aye, 0 nay, 0 absent – Motion Carried

Meiburg – left at 10:21

Returned: 10:27

Moved by C. Mabery, supported by L. Mabery the Board of Education approve the minutes of the closed session.
Roll Call Vote: Schank aye, L. Mabery, C. Mabery aye, Deshetsky aye, Nellenbach aye, Howell aye
6 aye, 0 nay, 1 absent – Motion Carried

Moved by Howell, supported by C. Mabery that the Board of Education shall amend the separation agreement for retirement purposes as presented.
Roll Call Vote: C Mabery aye, L Mabery aye, Schank aye, Nellenbach aye, Deshetsky aye, and Howell aye.
6 aye, 0 nay, 1 absent – Motion Carried

Moved by C. Mabery, supported by Nellenbach that the Board of Education adjourn the meeting at 10:40 p.m.
Roll call vote: Deshetsky aye, L. Mabery aye, Howell aye, C. Mabery aye, Schank aye, Nellenbach aye
6 aye, 0 nay, 1 absent - Motion carried

Melissa Schank
Melissa Schank, Secretary

michigan high school athletic association

2016-17

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, 2016 — through July 31, 2017

LIST ON BACK the Secondary School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2016-17 must be listed on the back of this form)

North Branch Area Schools City of North Branch

County of Lapeer, of State of Michigan, are hereby:

(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, 2016 and shall remain effective until July 31, 2017, 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

North Branch Area *School(s), on the* 13 *day of* June, *2016, and is so recorded in the minutes of the meeting of the said Board/Governing Body.*

North Branch Board of Education
(Governing Body Name)
6655 Jefferson, P.O. 3620
(Address)
North Branch 48461
(City & Zip Code)

Melissa Schank
Board Secretary Signature or Designee
☐ *Check if Designee*

-OVER-

Schools Which Are To Be MHSAA Members During 2016-17

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 the15-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.

Member High School(s) (if any)

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

1. North Branch High School
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

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

Junior High /Middle School(s) (if any)

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

1. North Branch Middle School
   Name of Junior High/Middle School
   Configuration of grades in school (e.g. 6-8, 7-8, 7-9): 7-8
   Provide anticipated 2016-17 7th- and 8th-Grade Enrollment: 360
   Provide anticipated 2016-17 6th-Grade Enrollment: _____
   ☒ Yes, 6th-grade students will be participating in one or more sports for our school.
   ☐ No, 6th-grade students will not be participating in sports for our school.

2. _____
   Name of Junior High/Middle School
   Configuration of grades in school (e.g. 6-8, 7-8, 7-9): _____
   Provide anticipated 2016-17 7th- and 8th-Grade Enrollment: _____
   Provide anticipated 2016-17 6th-Grade Enrollment: _____
   ☐ Yes, 6th-grade students will be participating in one or more sports for our school.
   ☐ No, 6th-grade students will not be participating in sports for our school.

3. _____
   Name of Junior High/Middle School
   Configuration of grades in school (e.g. 6-8, 7-8, 7-9): _____
   Provide anticipated 2016-17 7th- and 8th-Grade Enrollment: _____
   Provide anticipated 2016-17 6th-Grade Enrollment: _____
   ☐ Yes, 6th-grade students will be participating in one or more sports for our school.
   ☐ No, 6th-grade students will not be participating in sports for our school.

4. _____
   Name of Junior High/Middle School
   Configuration of grades in school (e.g. 6-8, 7-8, 7-9): _____
   Provide anticipated 2016-17 7th- and 8th-Grade Enrollment: _____
   Provide anticipated 2016-17 6th-Grade Enrollment: _____
   ☐ Yes, 6th-grade students will be participating in one or more sports for our school.
   ☐ No, 6th-grade students will not be participating in sports for our school.

North Branch Area Schools, Lapeer County, Michigan (the "Issuer")

A regular meeting of the board of education of the Issuer (the "Board") was held in the board room within the boundaries of the Issuer, on the 13th day of June, 2016, at 7 o'clock in the p.m.

The meeting was called to order by Cory Mabery, President.

Present: Members - Cory Mabery, Cheryl Howell, Doug Meiburg, Melissa Schank Daniel Deshetsky, Tom Nellenbach, Larry Mabery

Absent: Members - none

The following preamble and resolution were offered by Member Schank and supported by Member Meiburg:

WHEREAS:

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

2. The Board intends to purchase 6 new school buses (the "Property") from Capital City International Trucks, Lansing, Michigan (the "Vendor"), in an amount not to exceed Four Hundred Ninety-Seven Thousand One Hundred Fifty-Four Dollars and No Cents ($497,154.00), and to enter into an installment purchase agreement (the "Installment Purchase Agreement") to finance the purchase of the Property; and

3. The outstanding balance of all Issuer purchases of lands, property or equipment for public purposes, to be paid for in installments (i.e., installment purchase agreements, land contracts, leases, etc.), including purchases made pursuant to this Resolution, exclusive of interest, is $2,000,000; and

4. The taxable value of the real and personal property within the Issuer as of the date hereof is $297,891,477; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Competitive bids for the purchase of the Property, as required by Section 1274 of the School Code of 1976, as amended, have been submitted, and the Board determines that it is in the best interest of the Issuer to accept the bid of the Vendor.

2. The Board determines that it is in the best interest of the Issuer to solicit bids from financial institutions to finance the acquisition of the Property through an Installment Purchase Agreement among the Issuer, the Bank and the Vendor for a total amount not to exceed Four Hundred Ninety-Seven Thousand One Hundred Fifty-Four Dollars and No Cents ($497,154.00) at an interest rate of not to exceed six percent (6%) per annum over a period of not to exceed six

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(6) years with annual principal payments beginning July 15, 2017, with annual thereon, based upon a 360-day year, 30-day month.

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

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

5. The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty, with funds withdrawn from the Issuer's cash reserves.

6. The Issuer hereby irrevocably pledges to make the principal installments and interest payments on the Installment Purchase Agreement, beginning with the fiscal year 2017-2018 and during each fiscal year for which an operating budget is adopted, the first operating budget obligation within its authorized millage until such time as the principal installments and interest payments have been paid in full.

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

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

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

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

10. The Issuer hereby covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the execution of the Installment Purchase Agreement in order that interest thereon be or continue to be excluded from gross income for federal income tax purposes, including the filing of Form 8038-G or 8038-GC with the Internal Revenue Service.

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

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

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Melissa Sebant
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of North Branch Area Schools, Lapeer County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on June 13, 2016, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Melissa Sebant
Secretary, Board of Education

FGH/rrm

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EXHIBIT A

SOLICITATION FOR BIDS

$497,154.00

NORTH BRANCH AREA SCHOOLS
COUNTY OF LAPEER
STATE OF MICHIGAN
INSTALLMENT PURCHASE AGREEMENT
(GENERAL OBLIGATION - LIMITED TAX)

Unconditional and firm bids for the above Installment Purchase Agreement will be received by North Branch Area Schools, Lapeer County, Michigan (the "Issuer") at the Issuer's Administrative Offices, 6655 Jefferson, North Branch, Michigan 48461, on Tuesday, the 28th day of June, 2016, until 2:00 o'clock in the p.m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. Award of the bids will be made on that date.

FAXED BIDS: Bidders may submit signed bids via facsimile transmission to the Issuer at (810) 688-7010 provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at (810) 688-3570.

INSTALLMENT PURCHASE AGREEMENT DETAILS; INTEREST RATE; PAYING AGENT: The Installment Purchase Agreement will be in the form of an agreement prepared by Thrun Law Firm, P.C., and approved by the Issuer's Board of Education among Capital City International Trucks, Lansing, Michigan (the "Vendor"), the Issuer, and the Bank, dated the date of delivery. Annual installments of principal for a period of six (6) years will be due beginning July 15, 2017, with annual interest thereon, based upon a 360-day year, 30-day month. The Installment Purchase Agreement shall bear interest at a rate not exceeding six percent (6%) per annum. If the Bank requires the use of a paying agent for this issue, the paying agent fees, if any, are to be paid by the Bank.

REDEMPTION: The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty, with funds withdrawn from the Issuer's cash reserves.

PURPOSE AND SECURITY: The Installment Purchase Agreement is issued for the purpose of purchasing 6 new school buses. The Installment Purchase Agreement is issued under the provisions of Act 99, Public Acts of Michigan, 1933, as amended. The Issuer has pledged the limited tax full faith and credit of the Issuer for the payment of principal and interest on the Installment Purchase Agreement. The Issuer has further pledged to levy sufficient ad valorem taxes within its authorized millage annually, as a first budget obligation, on all taxable property in the Issuer, said levy must be subject to constitutional and statutory tax rate limitations. The Issuer has reserved the right to issue additional installment purchase agreements of equal standing.

AWARD OF INSTALLMENT PURCHASE AGREEMENT: The Installment Purchase Agreement will be awarded to the Bank whose unconditional and firm bid produces the

THRUN LAW FIRM P.C.

lowest dollar cost to the Issuer. Any and all fees or charges of the Bank must be incorporated into the interest rate. When the delivery date is established, the Bank will provide a payment schedule consistent with the above-referenced details.

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

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

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

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

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

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Installment Purchase Agreement for North Branch Area Schools".

_____

Authorized Officer

THRUN LAW FIRM, P.C.

EXHIBIT B

INSTALLMENT PURCHASE AGREEMENT

PART I

"OBLIGOR" means _____

"VENDOR" means _____

"Property" means _____

_____

_____

"Purchase Price" means $_____

"Contract Amount" and "Principal" mean $_____

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

"Dated Date" means _____, _____

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

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

PART II

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

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

final payment hereunder. The BANK may pledge this Installment Purchase Agreement as security for any obligation of the BANK.

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

The Installment Purchase Agreement may be prepaid in whole or in part at any time without penalty, with funds withdrawn from the OBLIGOR'S cash reserves.

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

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

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

a. Any failure of title with respect to the VENDOR'S interest in the Property or the invalidity, enforceability or termination of this Installment Purchase Agreement;

b. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Installment Purchase Agreement;

c. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities,

receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the VENDOR or any of its assets or any allocation or contest of the validity of this Installment Purchase Agreement, or the disaffirmance of this Installment Purchase Agreement in any such proceedings;

d. To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the VENDOR from the performance or observation of any obligation, covenant or agreement contained in this Installment Purchase Agreement;

e. The default or failure of the VENDOR fully to perform any of its obligations set forth in this Installment Purchase Agreement or any other agreement; or

f. Any casualty or destruction of the Property.

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

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

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

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

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

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

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

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

VENDOR:

CAPITAL CITY INTERNATIONAL TRUCKS, LANSING, MICHIGAN

By:_____

Its:_____

OBLIGOR:

NORTH BRANCH AREA SCHOOLS
COUNTY OF LAPEER
STATE OF MICHIGAN

By:_____

Its:_____

Approved:

BANK:

(NAME OF BANK)

By:_____

Its:_____

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ATTACHMENT A

MATURITY SCHEDULE

MATURITY DATE	PRINCIPAL INSTALLMENT	INTEREST PAYMENT	TOTAL
TOTAL			

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Lapeer County Intermediate School District
Finance and Human Resources Software Solution
RESOLUTION

A regular meeting of the Board of Education of the North Branch Area Schools was held at the Educational Services Center Board Room on June 13, 2016, at 7:00 p.m.

Members present were: Cory Mabery, Cheryl Howell, Doug Meiburg, Melissa Schank, Daniel Deshetsky, Tom Nellenbach and Larry Mabery

The following preamble and resolution were offered by Member L. Mabery and seconded by Member Howell.

WHEREAS:

The Lapeer County Intermediate School District (ISD) is considering the purchase of a Finance and Human Resources Software Solution (Solution) that can be implemented on a countywide basis.

WHEREAS:

Representatives from each of the constituent districts of the ISD (Representatives) explored the options available for a Solution that would meet each of their district's individual needs.

WHEREAS:

After Representatives prepared a request for proposal, solicited competitive bids, reviewed the bids received, conducted research, and engaged in discussion, they reached a consensus regarding a Solution.

THEREFORE, BE IT RESOLVED THAT:

The Board of Education supports the recommendation regarding the implementation of Sungard's eFinancePLUS, a Finance and Human Resources Software Solution, on a countywide basis and agree to participate.

Ayes: Cory Mabery, Cheryl Howell, Doug Meiburg, Melissa Schank, Daniel Deshetsky, Tom Nellenbach and Larry Mabery

Nays: none
Absent: none

Motion declared passed.

The undersigned duly qualified and acting Secretary of the Board of Education of North Branch, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on May 23, 2016, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Signed:

Melissa Schank
Secretary, Board of Education