RESOLUTION TO SET 2014 TAX RATES
FOR SUMMER AND WINTER TAXES

Kalamazoo Public Schools
County of Kalamazoo

BE IT HEREBY RESOLVED that millage rates for the Kalamazoo Public Schools, County of Kalamazoo, be set as follows for the 2014-2015 fiscal year, and that the Deputy Superintendent be authorized to certify the following rates:

City of Kalamazoo, Township of Kalamazoo, Township of Texas and Township of Oshtemo

<table>
<thead>
<tr>
<th>Description</th>
<th>2014 Summer Tax Rate</th>
<th>2014 Winter Tax Rate</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating (Non-Homestead Only)</td>
<td>0</td>
<td>18.00</td>
<td>18.00</td>
</tr>
<tr>
<td>Debt Retirement</td>
<td>0</td>
<td>6.95</td>
<td>6.95</td>
</tr>
<tr>
<td>Total School Tax</td>
<td>0</td>
<td>24.95</td>
<td>24.95</td>
</tr>
</tbody>
</table>

BOARD OF TRUSTEES OF
KALAMAZOO PUBLIC SCHOOLS,
COUNTY OF KALAMAZOO

BY: [Signature]
Its President

BY: [Signature]
Its Secretary
KALAMAZOO COUNTY
EARLY/MIDDLE COLLEGE CONSORTIUM PROGRAM
CONTRACT

In accordance with sections 1473, 1282, 601a, 627(1)(b), and 11a(3),(4) of the Revised School Code MCL 380.1 et seq., and pursuant to approval given by the Michigan Department of Education, the Kalamazoo Regional Educational Service Agency ("Kalamazoo RESA") and participating constituent districts of Kalamazoo County as herein defined ("Constituent Districts"), referred to collectively as "Consortium Districts", hereby establish the Kalamazoo County Early/Middle College Program Consortium.

This Agreement is entered into this _____ day of ____________, 2014, by and between Kalamazoo RESA, Kalamazoo Public Schools and additional Consortium Districts as may be admitted in accordance with this Agreement which Parties and the MOU IHEs (defined herein) shall be referred to collectively and cooperatively for purposes of this Agreement as the "Consortium."

In consideration for their mutual promises and obligations under this Agreement, the Parties agree as follows:

1. Definitions. Capitalized terms in this Agreement shall have the following meanings for purposes of this Agreement.

a. "Consortium District" is defined to mean a Constituent District that is a Party to this Agreement.

b. "Constituent District" is defined to mean a local school district the territory of which is entirely within and is an integral part of the Kalamazoo RESA and, for purposes of this Agreement, includes a public school academy as defined in section 5(7) of the Revised School Code, the territory of which is entirely within, and is an integral part of the Kalamazoo RESA.

c. "Fiscal Agent" means the Kalamazoo RESA (or any successor Fiscal Agent) appointed and operating in accordance with this Agreement.

d. "MOU IHE" means an institution of higher education that enters into a Memorandum of Understanding with the Fiscal Agent in accordance with this Agreement.

e. "Operating Agency" is defined to mean a Consortium District, Kalamazoo RESA, or an MOU IHE that operates a Consortium-approved program pursuant to this Agreement, or any related MOU.

2. It is the purpose and intent of this Agreement to set forth certain terms and conditions to establish an Early/Middle College Program ("Program") for students of Consortium Districts to earn college credits by completing course work at Consortium District high schools, at area career and technical education programs, on the campuses of Kalamazoo Valley Community College ("KVCC") and/or other institutions of higher education ("IHE") as may be approved in accordance with this agreement, and through on-line learning environments, pursuant to the Kalamazoo County Early/Middle College Program application approved by the Michigan Department of Education on July 14, 2014, the Memorandum of Understanding ("MOU") between Kalamazoo RESA as Fiscal Agent for
the Consortium and KVCC ("KVCC MOU"), and such other IHEs as may be approved in accordance with this Agreement. (A copy of the KVCC MOU is attached as Appendix A.)

3. This Agreement shall be in full force and effect as was approved by resolution of the Kalamazoo RESA Board of Education and the respective board of education of each Consortium District authorizing participation in this Consortium and execution of this Agreement, subject to the approval granted by the Michigan Department of Education for a Kalamazoo County Early/Middle College Program.

4. Kalamazoo RESA shall be Fiscal Agent of the Consortium. The Fiscal Agent shall be responsible for the fiscal, legal, and day-to-day administrative affairs of the Consortium and Program, and shall perform all such responsibilities as required by law or direction of the Executive Committee (defined in Article 5 of this Agreement) including, without limitation, to:

(a) Collect and disburse funds;
(b) Participate in identifying and securing funds, as may be available, on behalf of the Consortium;
(c) Prepare and implement budget and oversee Consortium finances;
(d) Maintain proper records of accounts;
(e) Ensure proper accounting;
(f) Calculate and credits costs among the Parties;
(g) Enter into contracts for goods and services for Consortium purposes, within budget limits and as authorized and approved by the Executive Committee; and
(g) Pay lawful bills from Consortium funds.

5. The Parties hereby establish an Early/Middle College Program Executive Committee ("Executive Committee") composed of the Superintendent (or Superintendent's designee) of each Consortium District and may include a representative of KVCC (and/or such other IHEs as may execute MOUs with Kalamazoo RESA as Fiscal Agent for the Consortium in accordance with this Agreement, hereinafter "MOU IHEs"). The Program Administrator shall serve as a non-voting member of the Executive Committee. The Kalamazoo RESA Superintendent shall preside at Executive Committee Meetings.

The Executive Committee will act as the principal policymaking body for the Consortium and the Early/Middle College Program and may establish bylaws, policies, guidelines, rules and regulations with reference to operating procedures for the Consortium and Program. The Executive Committee shall have oversight and direction over the establishment, administration and operation of the Consortium and Program, including responsibility to:

a) Make recommendations to the Fiscal Agent and Operating Agencies with reference to budget. For purposes of this Agreement, the terms "Operating Agency" or "Operating Agencies" means one or more Parties or an MOU IHE that hosts and/or operates a Consortium-approved Early/Middle College Program;

b) Approve a balanced operating budget and any revised budgets for program administration;

c) Make recommendations to the Fiscal Agent and Operating Agencies with reference to
establishing rules and regulations as they apply to the Early/Middle College Consortium programs;

d) Evaluate programs;

e) Any other matters set forth in this Agreement; and

f) Additional matters agreed to by the Parties.

6. The Consortium is not a legal partnership and has no authority to contract in its own name or in any way, and no authority to act as an agent for, or to enter into any contract that would bind, any Party. Except as provided in Article 7 below in regard to contracts between Consortium Districts, the Kalamazoo RESA and/or an MOU IHE, no Party (including the Fiscal Agent) has the authority to enter into any contract that would bind (i.e., provide or permit direct legal recourse against), any other Party (including the Fiscal Agent). Legally binding transactions, expenditures, and obligations necessary for the operation of the Consortium may only be entered into by the Fiscal Agent.

7. One or more Consortium District may act in an individual capacity (not representative of, or binding upon, any other Party) to contract on an as-needed basis with Kalamazoo RESA or KVCC (or another MOU IHE) to provide programs, facilities, or services (including personnel).

In administering the Early/Middle College Program, Kalamazoo RESA, as Fiscal Agent, shall employ, in consultation with the Executive Committee, a Program Administrator of the Early/Middle College Program, who shall be responsible to:

a) Develop a budget for program administration based upon recommendations of the Executive Committee;

b) Make recommendations for capital improvements and equipment;

c) Implement the budget and programs, as approved by the Executive Committee;

d) Arrange for necessary supplies and equipment;

e) Serve as liaison between the Fiscal Agent, the Consortium Districts, Operating Agencies, and KVCC and/or other MOU IHEs for Program development and implementation;

f) Be available for consultation regarding program personnel selection;

g) Implement rules and regulations for Early Middle/College Consortium programs;

h) Comply with all state and federal guidelines; and

i) Perform all duties necessary to create and sustain a successful program.

8. The Parties also agree that each Party or MOU IHE operating one or more Consortium-approved Early/Middle College Consortium programs, shall be responsible, as the
Operating Agency, to:

a) Hire post-secondary approved teaching personnel, for whom the hiring Operating Agency shall be the employer of record.

b) Provide utilities and custodial services.

c) Maintain and improve facilities.

d) Record daily attendance when required.

e) Keep records on student achievement.

f) Provide student policies and discipline.

g) Request and disperse supplies.

9. Pursuant to separately executed MOUs, KVCC and other MOU IHEs will give college credit to eligible and enrolled students upon the successful completion of courses for which Programs of Study have been evaluated and approved utilizing various delivery models. (See MOUs, attached hereto as Appendix A).

10. A student participating in the Kalamazoo County Early/Middle College Consortium Program will be subject to the policies, rules, code of student conduct, and regulations of the respective Operating Agency at which the student is in attendance, during the times that the student is in attendance at an Early/Middle College Consortium program. The building principal (or appropriate Administrator) of an Operating Agency shall have the authority to discipline, suspend, or remove a student in attendance at the Operating Agency's Early/Middle College program. The reasons for, and the procedure to be followed for, the disciplining, suspension, or removal of a student from the Operating Agency's program shall be the same as those used for all the students enrolled in the same Operating Agency.

11. Each Consortium District shall be allocated a number of student positions, as agreed upon by the Executive Committee, for each Consortium-approved program. Students enrolled in Consortium Districts will receive preference for enrollment over students enrolled in any non-consortium districts. If there are unassigned student positions, students enrolled in a non-consortium school district located within the geographic boundaries of Kalamazoo RESA will have an opportunity to fill the position on a first come, first serve basis by enrolling through a Consortium District.

The Executive Committee will determine the minimum number of student positions required for each Consortium-approved program to operate on a fiscally viable basis. Once the required minimum number of student positions per Consortium-approved program has been determined by the Executive Committee, no Consortium-approved program will be established to operate with fewer than the required minimum student positions unless the Consortium Districts that desire to participate in the program agree by unanimous decision of their respective Superintendents to be responsible for the cost of providing the program. A minimum number of student positions per Consortium-approved program shall be established by the Executive Committee by the third week of April in the year prior to offering the program. By the first week of May, the Executive
Committee will approve the scope of Consortium operations for the subsequent school year, make recommendations to the Fiscal Agent and Operating Agencies, as appropriate, and approve the budget. Following this determination, each Consortium District will be financially responsible for its share of program cost as outlined in this Agreement. After the scope of Consortium operations has been approved and a Consortium District enrolls fewer students than the total number of assigned student positions in Consortium programs, the Consortium District will not be financially responsible for any unfilled student position(s) if another Consortium District has enrolled students to fill such vacant position(s).

12. Each Consortium District's financial obligation for Consortium operations shall be as set forth in Appendix B.

a) Each Consortium District shall be responsible to ensure that its respective participating students meet the eligibility requirements, as may be amended from time to time, to participate in the Consortium Program and for the Consortium District to count the pupil in membership to receive funding under the State School Aid Act for a fifth (grade 13) year of high school as an early/middle college pupil (not to be confused with the eligibility requirements for a fifth year senior). Each respective Consortium District shall be solely responsible for any deductions in State Aid resulting from its loss of pupil membership for failure to meet the eligibility requirements to count an early/middle college pupil in membership.

b) The Consortium District in which a Participating Student with a disability is a resident shall be responsible for the provision and added cost of programs and services as necessary to allow that Participating Student to participate in the Consortium Program consistent with the requirements of that Participating Student's Individualized Education Program (IEP) and in accordance with the Kalamazoo RESA Special Education Plan. The Consortium District may satisfy this responsibility in either of the following ways or a combination thereof: (i) operating the special education program or service; or (b) contracting with the Kalamazoo RESA or another Consortium District for delivery of the special education programs or services. However, nothing in this provision is intended nor shall be construed to relieve an Operating Agency of any separate obligations under controlling law to a student with a disability enrolled in a program operated by that Operating Agency, including without limitation Section 504 of the Rehabilitation Act of 1973 or under the Americans with Disabilities Act (ADA).

13. The provisions of this Agreement may not be added to, amended or modified except upon the express written approval of all Parties to this Agreement. Any modification to this Agreement shall be filed with the Michigan Department of Education, Office of Career and Technical Education (or successor).

14. Contract Duration and Termination Clause. This Contract, subject to the rights of amendment, modification or termination, shall be in full force and effect until June 30, 2016. Should a majority of the Parties to this Consortium Agreement wish to terminate the Consortium and Early/Middle College Consortium Program, written notice of intent to terminate shall be provided by each Party wishing to terminate to each of the other Parties and the MOU IHEs. After notification, each Party shall continue a one (1) full
school year period of participation in and operation of the Early/Middle College Consortium programs to allow for an orderly transition both in the area Early/Middle College programs and the other non-Early/College programming offered at each Operating Agency. Should expiration of a one (1) year time period fall during the course of the academic year, the agreement shall be extended to the end of the current academic year; that is, June 30th.

15. Insurance and Indemnity.

a) Mutual Indemnification and Insurance. Each Party (whether acting as Consortium District, Operating Agency, or Fiscal Agent) shall be solely and entirely responsible for acts or omissions attributable to it or its officers, employees, agents, or subcontractors during the performance of this Agreement. To the extent permitted by law, each Party (whether acting as Consortium District, Operating Agency, or Fiscal Agent) shall hold harmless and indemnify the other Parties (whether those other Parties are acting as Consortium Districts, Operating Agencies, or Fiscal Agent) from any claim, suit, damage, or cause of action, including the defense thereof, resulting or due to any action or inaction by the indemnifying Party, or its officers, employees, agents or subcontractors in respect of the Consortium, Consortium Program, Consortium-approved programs, or this Agreement. Each Party shall acquire and maintain at its own expense (whether as Consortium District, Operating Agency, or Fiscal Agent) such types and amounts of insurance coverages as required by the Executive Committee, in consultation with the Fiscal Agent's insurance provider, and as may be amended from time to time. Each Party (whether acting as Consortium District, Operating Agency, or Fiscal Agent) shall name all other Parties (their respective governing boards, officers, employees and agents) as additional insureds.

b) Proof of Insurance. Any Party: (i) may require proof of insurance in the form of certificates of insurance, including sufficient notification to all Parties for material changes in coverage and naming Parties as additional insureds, and (ii) may require the opportunity to review the actual insurance policies.

c) Expiration of Indemnity. The indemnity obligations of this Agreement shall expire on the last day of the fiscal year that this Agreement is in effect and shall have no effect beyond that date for any claims, whether or not asserted during the term or after the expiration of this Agreement, for damages or other relief occurring after the last day of said fiscal year. Provided, however, that any liabilities known and accrued prior to the expiration of this Agreement shall first be satisfied out of Consortium funds before any disbursement thereof.

d) The foregoing provisions are not intended and shall not be construed as a relinquishment or waiver of any kind, by any Party, of immunity from liability under Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964. Further, it is understood and agreed that the Parties reserve, and expressly do not waive, any immunities, defenses, and rights as
provided by Michigan and federal law, and nothing in this Agreement shall be construed to diminish those immunities, defenses, and rights.

16. Alternative Dispute Resolution. The Parties agree to act promptly and in good faith to mutually resolve any disputes that may arise concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or any Party's performance of its respective obligations under this Agreement. Any disputes that the Parties are not able to resolve within thirty (30) business days after one Party provides another Party with a written notice of dispute or breach shall be submitted to the Executive Committee for consideration. Any disputes that are not able to be resolved within sixty (60) business days after submission to the Executive Committee shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA), which will be the sole and exclusive remedy for such matters. This provision does not restrict any Party's ability to withdraw from the Consortium in accordance with any applicable provision hereof.

Unless the Parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, with each party selecting one arbitrator (or the Executive Committee selecting 2 arbitrators in a multi-party dispute) and the two arbitrators selecting the third arbitrator. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and at a location mutually agreeable to the Parties, with such variations as the Parties and arbitrator(s) unanimously accept. A judgment on the award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. The losing Party(ies) shall pay the cost of arbitration, not including attorney fees. The arbitrator(s) shall have the discretion to award reasonable attorney's fees to the prevailing Party(ies) to be paid by the losing Party(ies).

17. Additional Parties.
   a) Admission of New Parties. A Constituent District (as defined for purposes of this Agreement), may be admitted to membership in the Consortium and as a Party to this Agreement by action of the Executive Committee and execution of an Addendum to this Agreement. A new Party admitted pursuant to this Article shall be required to contribute to the operating, capital outlay and start-up costs of the Consortium and Consortium-approved programs as determined by the Executive Committee.

   b) Limited Effects of Withdrawal. No resignation or withdrawal by a Party shall operate to annul this Agreement during its term, terminate the existence of the Consortium, or relieve the withdrawing Party from its obligation (as Consortium District, Operating Agency or Fiscal Agent) to abide by the terms of this Agreement unless otherwise agreed upon by all the Parties; provided however, that by action of the Executive Committee, a Party may temporarily discontinue its participation in the Consortium Program for a period not to exceed twelve (12) months.

   c) Unilateral Withdrawal. A Party may unilaterally withdraw from its participation in the Consortium by giving written notice to the Executive Committee prior to the March 31st preceding the next school year. Participation shall only be withdrawn effective at the end of a school year and shall not be effective (without the written consent of the Executive Committee) at any other time of the school year. In the event of unilateral withdrawal by a Party during the term of this Agreement (without the written consent of the Executive Committee), the Party shall forfeit any right it may possess, under this Agreement or otherwise, to distribution of Consortium assets or
funds. Those assets or funds shall then revert to the Consortium. Unilateral withdrawal of participation, during the term of this Agreement, shall not relieve the withdrawing Party from its obligations under this Agreement, including but not limited to:

(i) The obligation, if any, to continue to assign its employees to Consortium-approved programs to the end of the school year, or such other date as may be agreed upon by the Executive Committee;

(ii) The continuation of enrollment of its students in the Consortium Program to the end of the school year, or such other date as may be agreed upon by the Executive Committee;

(iii) Unpaid payments due under this Agreement for past or current fiscal years.

d) Withdrawal at Expiration. In the event of withdrawal of a Party at the expiration of this Agreement, the withdrawing and remaining Parties shall within thirty (30) days attempt to resolve their respective remaining rights and obligations. If agreement by all remaining Parties and the withdrawing Party(ies) is not reached at the expiration of the above interval, any Party may refer the matter to the Dispute Resolution procedures identified in Article 16 of this Agreement.

18. Miscellaneous.

a) Governing Law. This Contract and all policies, rules, and regulations adopted by the Parties to govern the operation of the Early/Middle College Consortium Program shall comply with the laws of the State of Michigan, applicable federal law, and with applicable rules and regulations of the State Board of Education ("Applicable Law"). This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

b) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision(s) of this Agreement. If any provision of this Agreement shall be or become in violation of any local, state or federal law, such provision shall be considered null and void and the remainder of this Agreement shall remain in full force and effect.

c) Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts taken together constitute one and the same instrument.

d) No Third Party Beneficiaries. This Agreement is made for the sole benefit of the Parties. Except as otherwise provided, nothing in this Agreement shall create or be deemed to create a relationship between the Parties hereto, or any of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

e) Notices. All notices, bills, or other communications to a Party (whether acting as Consortium District, Operating Agency, or Fiscal Agent), required or permitted under this Agreement, shall be in writing and shall be deemed to be duly given: (a) on the day of service if personally served; (b) on the day of confirmed facsimile delivery, if
facsimile numbers are provided by that Party; (c) on the day after deliver to the United States Postal Service for regular mail service, or to a courier service, to the attention of the Party's Superintendent and/or Board of Education as applicable, at its address as listed alongside its signatory line at the end of this Agreement. A Party may change its address(es) by notice in this same manner. Notice to the Consortium shall be to the Fiscal Agent, and the Fiscal Agent shall as necessary promptly transmit such notice to Parties and MOU IHEs.

f) Non-Discrimination. All Parties shall comply with applicable law prohibiting discrimination and, in accordance therewith, no unlawful discriminating practices based on gender/sex, sexual orientation, race, religion, height, weight, color, age, national origin, disability, or any other status covered by federal, state, or local law shall be allowed during any Consortium activity, service, or in employment. Any contract for the Consortium, or by the Fiscal Agent, in connection with the performance of this Agreement, shall contain the non-discrimination covenant which is required to be included in such contracts, according to the laws of the State of Michigan.

g) Successors and Assigns. No Party may assign or transfer any of its rights under this Agreement, in whole or in part, without prior written notice to, and the prior written consent of, the Executive Committee. This Agreement shall inure to the benefit and shall be binding upon the successors and permitted assigns of the Parties.

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

i) Construction. This Agreement shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party(ies) prepared the Agreement.

j) Force Majeure. If any circumstances occur which are beyond the control of the Parties, which delay or render impossible the obligations of one or more of the Parties, the Party(ies)'s' obligations to perform shall be postponed for an equivalent period of time or shall be cancelled, if such performance has been rendered impossible by such circumstances.

The Kalamazoo County Early/Middle College Program Agreement was approved by the Boards of Education as follows:
Kalamazoo Regional Educational Service Agency

Board President

__________________________________________

Board Secretary

__________________________________________

Kalamazoo Public Schools

__________________________________________

Board President

__________________________________________

Board Secretary

Date: ____________________________

Date: ____________________________

Date: 12-4-2014

Date: 12-4-2014
WHEREAS, Section 22f of the State School Aid Act provides $50 per pupil one-time grants to districts that satisfy at least seven of nine best practices criteria not later than June 1, 2015 [MCL 388.1622f].

WHEREAS, the Board of Education of Kalamazoo Public Schools desires to receive the $50 per pupil incentive payment.

WHEREAS, the Kalamazoo Public Schools has satisfied at least seven of nine best practices criteria.

WHEREAS, eligibility for the incentive payment is contingent upon adopting a resolution that states that the district has complied with the following best practices criteria.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Education of Kalamazoo Public Schools certifies that the district has complied with the following requirements:

   a) The district is the designated policy holder for medical benefit plan(s) pursuant to Section 22f(1)(a).

   b) The district has obtained a competitive bid on non-instructional services pursuant to Section 22f(1)(b).

      o The competitive bid was obtained on snow plowing services for 2014-15.

   c) The district accepts applications for enrollment by non-resident applicants under Section 105c (MCL 388.1705c) pursuant to Section 22f(1)(c).

   d) The district offers online courses or blended learning opportunities to all eligible pupils, and publishes course syllabi pursuant to Section 22f(1)(d).

   e) The district provides a link on the district’s home page to the URL for the MiSchoolData Portal, which will contain the required dashboard indicators pursuant to Section 22f(1)(e). If certain data elements for our district are unavailable from state data collections, we agree to provide those data in the form and manner determined by MDE.

   f) The district’s collective bargaining agreements do not include provisions contrary to prohibited subjects as outlined in section 15(3) of 1947 PA 336, MCL 423.215.

   g) The district implements a comprehensive guidance and counseling program.

   h) The district offers opportunities to complete one credit worth of non-English language learning experiences in grades K-8.

2. The Board of Education of Kalamazoo Public Schools authorizes and directs its secretary to file this resolution with the State Aid and School Finance Office of the Michigan Department of Education.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Resolved this 18th day of December, 2014.

Roll Call Vote: Passed: _____________ Failed: ___________

_______________________________   __________________________________
Patti Sholler-Barber, Board President   Jennifer Hill, Board Secretary

Please email a copy of the signed resolution to John A. Hayner at haynerj1@michigan.gov
Best Practices Incentive  
School Board Resolution

WHEREAS, Section 22f of the State School Aid Act provides $50 per pupil one-time grants to districts that satisfy at least seven of nine best practices criteria not later than June 1, 2015 [MCL 388.1622f].

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   b) The district has obtained a competitive bid on non-instructional services pursuant to Section 22f(1)(b).
      o The competitive bid was obtained on snow plowing services for 2014-15.
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   e) The district provides a link on the district’s home page to the URL for the MiSchoolData Portal, which will contain the required dashboard indicators pursuant to Section 22f(1)(e). If certain data elements for our district are unavailable from state data collections, we agree to provide those data in the form and manner determined by MDE.
   f) The district’s collective bargaining agreements do not include provisions contrary to prohibited subjects as outlined in section 15(3) of 1947 PA 336, MCL 423.215.
   g) The district implements a comprehensive guidance and counseling program.
   h) The district offers opportunities to complete one credit worth of non-English language learning experiences in grades K-8.

2. The Board of Education of Kalamazoo Public Schools authorizes and directs its secretary to file this resolution with the State Aid and School Finance Office of the Michigan Department of Education.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Resolved this 18th day of December, 2014.

Roll Call Vote: Passed: 1 Failed: __________

Patti Sholler Barber, Board President

Jennifer Hill, Board Secretary

Please email a copy of the signed resolution to John A. Hayner at haynerj1@michigan.gov
RESOLUTION DECLARING SUPPORT
FOR SPECIAL EDUCATION MILLAGE PROPOSAL

WHEREAS:

1. Due to the state’s underfunding of local public school districts; the erosion of available revenue to fund programs, services, and associated expenses for special needs students; and the related pressure on budgets associated with general education students, Kalamazoo RESA’s board of education is considering a special education millage proposition to be placed on the May 5, 2015 election ballot; and

2. Section 1274 of the Revised School Code, as amended, and Section 641 of the Michigan Election Law, as amended, authorize Kalamazoo RESA to call an election to place a special education millage proposition on the ballot; and

3. Successful passage of a special education millage would relieve certain general fund budget pressures on the district and would provide additional revenue to support programs, services, and associated expenses for special needs students; and

4. This board wants to express its support for a Kalamazoo RESA special education millage proposition to be voted upon at an election to be held on May 5, 2015.

NOW, THEREFORE BE IT RESOLVED THAT:

The board hereby declares its support for Kalamazoo RESA to call an election for May 5, 2015 to place a special education millage proposition on the ballot and supports a special education millage increase of 1.5 mills for six years.

Ayes: Members Ken Greschak, TiAnna Harrison, Jennie Hill, Craig Herschleb, Carol McGlinn, Dr. Martha Warfield. Absent: Patti Sholler-Barber

Nays: Members None

Resolution declared adopted.

[Signature]
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Kalamazoo Public Schools, Kalamazoo County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a special meeting held on January 26, 2015, 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).

[Signature]
Secretary, Board of Education

A special meeting of the Kalamazoo Public Schools Board of Education was held in the Kalamazoo Public Schools Administration Building, 1220 Howard Street, Kalamazoo, Michigan 49008, on the 26th day of January 2015, at 5:30 p.m.
RESOLUTION AUTHORIZING
2015 REFUNDING BONDS
(UNLIMITED TAX GENERAL OBLIGATION)

Kalamazoo Public Schools
County of Kalamazoo, State of Michigan

Minutes of a regular meeting of the Board of Education of the Kalamazoo Public Schools, County of Kalamazoo, State of Michigan held on May 14, 2015 at 7:00 p.m., prevailing Eastern Time, in the board of education offices in the school district.

PRESENT: Members Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Carol McGlinn, Patti Sholler-Barber, and Dr. Martha Warfield

ABSENT: None.

The following preamble and resolution were offered by Member McGlinn and supported by Member Dr. Warfield.

WHEREAS, Part VI of Act 34, Public Acts of Michigan, 2001, as amended (the “Act”), permits the school district to refund or advance refund all or part of the funded indebtedness of the school district; and

WHEREAS, the school district wishes and determines that it is in the best interest of the school district to refund or advance refund all or a portion of its 2006 School Building and Site Bonds and Refunding Bonds (Unlimited Tax General Obligation), dated July 27, 2006 (the “2006 Bonds”), a summary of the outstanding portions of which is provided in Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bonds of the school district designated 2015 Refunding Bonds (Unlimited Tax General Obligation) (the “Bonds”), may be issued in one or more series, in the aggregate principal amount of not to exceed Fifty Million, Five Hundred Thousand Dollars ($50,500,000), or such lesser amount as shall be determined by the Superintendent or the Deputy Superintendent, upon sale of the Bonds, for the
purpose of refunding or advance refunding all or a portion of the callable 2006 Bonds. The issue shall consist of bonds registered as to principal and interest of the denomination of $5,000 or integral multiples thereof, be dated as of such date as shall be determined the Superintendent or the Deputy Superintendent at the time of sale of the Bonds, and numbered as determined by the Transfer Agent (hereinafter defined). The Bonds shall mature on May 1 in the years and in the principal amounts as determined by the Superintendent or the Deputy Superintendent at the time of sale. The Bonds shall bear interest at a rate or rates to be determined upon negotiated sale thereof, but in any event not exceeding a true interest cost of 3.75%, payable semi-annually on May 1 and November 1 in the years as determined by the Superintendent or the Deputy Superintendent at the time of sale, provided that the net present value savings to be realized by the school district shall not be less than 3.00% of the principal amount of the 2006 Bonds to be refunded and the underwriter’s discount shall not exceed 1.00% of the principal amount of the Bonds.

If the delivery of the Bonds is delayed beyond the year 2015 due to market or other conditions, the dated date of the Bonds, the designation of the Bonds, the names of the funds established by this Resolution and the first year of the tax levy with respect to the Bonds may be adjusted accordingly by the Superintendent or the Deputy Superintendent to reflect the year of issue.

Interest on the Bonds shall be paid by check drawn on the Transfer Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the school district maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the school district to conform to market practice in the future. The principal of the Bonds shall be payable at a bank or trust company selected by the Superintendent or the Deputy Superintendent, as registrar and transfer agent for the Bonds (the “Transfer Agent”) upon presentation
and surrender of the appropriate Bond.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

The Bonds may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner, in the amounts and at the prices determined by the Superintendent or the Deputy Superintendent at the time of sale and in the manner as provided in the form of bond set forth in paragraph 5 of this Resolution.

The Bonds shall be signed by the manual or facsimile signatures of the President and Secretary of the Board of Education of the school district. No Bond shall be validated until authenticated by an authorized signatory of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the Treasurer upon payment of the purchase price for the Bonds in accordance with the bond purchase agreement therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

2. Unless the school district establishes a common debt retirement fund as provided by law for all issues of Bonds of like character of the school district, the Treasurer shall open a special depositary account for the Bonds with a bank to be designated the 2015 Refunding Bonds Debt Retirement Fund (the "Debt Retirement Fund"). All proceeds from taxes levied for the payment of the principal of, interest on and redemption premium, if any, for the Bonds shall be deposited into the Debt Retirement Fund or the common debt retirement fund, if one is established. If a Debt Retirement Fund is established, the moneys deposited in the fund shall be used solely for the purpose of paying the principal of, interest on and redemption premium, if any, for the Bonds. If the school district establishes a common debt retirement fund, the moneys deposited in that fund shall be used solely for the payment
of the principal of and interest on the Bonds and other bonds of like character of the school district payable from the common debt retirement fund. The accrued interest, if any, and to the extent not deposited in the Escrow Fund (defined below), any premium received upon delivery of the Bonds shall also be deposited in the Debt Retirement Fund.

3. Proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the 2006 Bonds to be refunded as provided in this paragraph. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated the 2015 Refunding Bonds Costs of Issuance Fund (the “Costs of Issuance Fund”) which shall be established with the Trustee identified below. Moneys in the Costs of Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Costs of Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds. The balance of the proceeds of the Bonds, together with any moneys transferred by the school district at the time of sale of the Bonds from the debt retirement fund for the 2006 Bonds, and any other available funds provided by the school district, shall be invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the “Escrow Funds”) and used to pay principal of and interest on the 2006 Bonds to be refunded. The Escrow Funds shall be held by a bank or trust company, as Trustee (the “Trustee”), in trust pursuant to an Escrow Agreement (the “Escrow Agreement”) which shall irrevocably direct the Trustee to take all necessary steps to call for redemption that portion of the 2006 Bonds specified by the Superintendent or the Deputy Superintendent upon sale of the Bonds, including publication and mailing of redemption notices, on any date specified by the Superintendent or the Deputy Superintendent on which the 2006 Bonds may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and
interest on the 2006 Bonds to be refunded as they become due pursuant to maturity or the call for redemption required by this paragraph, and the Superintendent or the Deputy Superintendent are hereby authorized to select and retain on behalf of the school district a Trustee to serve under the Escrow Agreement.

4. Commencing with the year 2015 it shall be the duty of the school district to levy a tax annually in an amount sufficient so that the estimated collections therefrom will be sufficient to pay promptly when due the principal of and interest becoming due on the Bonds prior to the time of the next year’s tax levy, which tax levies shall not be subject to limitation as to rate or amount.

5. The Bonds shall be in substantially the following form, with such changes as are authorized by the terms of this resolution or necessary to complete the provisions thereof:
## UNITED STATES OF AMERICA

### STATE OF MICHIGAN

### COUNTY OF KALAMAZOO

### KALAMAZOO PUBLIC SCHOOLS

### 2015 REFUNDING BOND

### (UNLIMITED TAX GENERAL OBLIGATION)

<table>
<thead>
<tr>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>ORIGINAL ISSUE</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 20__</td>
<td>1, 20__</td>
<td>_____________, 2015</td>
<td></td>
</tr>
</tbody>
</table>

Registered Owner:

Principal Amount: ____________________________ Dollars

The Kalamazoo Public Schools, County of Kalamazoo, State of Michigan (the “school district”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on ________, 20__ and semiannually thereafter. Principal of this bond is payable at the __________ office of __________, Michigan, or such other transfer agent as the school district may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who is, as of the 15th day of the month preceding each interest payment date, the registered owner, at the registered address.

This bond is one of a series of bonds of even date of original issue aggregating the principal sum of $50,500,000 issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the board of education of the school district on May 14, 2015 for the purpose of refunding a portion of a certain outstanding prior bond issue of the school district.

This bond and the interest hereon are payable from the Debt Retirement Fund of the school district for this issue, and the school district is obligated to levy annually sufficient taxes without limitation as to rate or amount to provide for the payment of the principal of and interest on these bonds as they mature.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity.

Bonds of this issue or $5,000 portions thereof maturing in the years 20__ and thereafter, shall be subject to redemption prior to maturity, at the option of the school district, in any order of maturity and by lot within a single maturity, on any date on or after May 1, 20__ at the redemption price of par plus accrued interest to the date fixed for redemption.

[Insert term bond mandatory redemption provisions if needed.]

Notice of redemption of any bond shall be given at least thirty (30) days and no more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner or owners at the registered addresses shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of $5,000, and Bonds of denominations of more than $5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by $5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed
portion of the bond surrendered shall be issued to the registered holder thereof. No further interest shall accrue on the bonds or portions of bonds called for redemption after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the same.

Any bond may be transferred by the registered owner, in person or by the registered owner's authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the registered owner requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of which this is one, in order to make them valid and binding obligations of said school district have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of said school district, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent’s Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Kalamazoo Public Schools, County of Kalamazoo, State of Michigan, by its board of education has caused this bond to be signed in the name of the school district by the facsimile signatures of the President and the Secretary of the board of education, all as of the Date of Original Issue.

KALAMAZOO PUBLIC SCHOOLS

By: [Facsimile]
Its President

By: [Facsimile]
Its Secretary
[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described in the within-mentioned resolution.

____________________________
Transfer Agent

By: _________________________
Authorized Signature

Date of Authentication: ________________
6. The school district has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of the Act and based on the advice of the school district’s financial advisor, determines that a negotiated sale of the Bonds provides the school district with greater flexibility in structuring bond maturities and the timing of the sale of the Bonds, and will enable the school district to better market the Bonds to the advantage of the school district and its taxpayers.

7. Stifel, Nicolaus & Company, Incorporated is hereby appointed as senior underwriter for the Bonds (the “Underwriter”). The Superintendent or the Deputy Superintendent are individually authorized to negotiate and award the sale of the Bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this Resolution. The Superintendent or the Deputy Superintendent are authorized to execute and deliver the bond purchase agreement on behalf of the school district without further approval of this board of education, provided that the true interest cost on the Bonds shall not exceed 3.75%, provided further that the net present value savings to be realized by the school district shall not be less than 3.00% of the principal amount of the 2006 Bonds to be refunded, and provided further that the underwriter’s discount shall not exceed 1.00% of the principal amount of the Bonds.

The Superintendent or the Deputy Superintendent are individually authorized, without further direction from the board of education, to execute a sale order evidencing the final terms of the Bonds, and make any of the determinations, covenants and elections authorized by this Resolution, provided that the final terms of the Bonds shall be within the parameters set forth in this Resolution.

8. The Superintendent or the Deputy Superintendent are individually authorized to apply for bond ratings from such municipal bond rating agencies if deemed appropriate, and apply for and purchase a policy of municipal bond insurance, if deemed appropriate by the school district’s financial advisor and bond counsel.
The Superintendent or the Deputy Superintendent are individually authorized to approve preliminary and final official statements relating to the Bonds as is deemed appropriate by the school district’s financial advisor and bond counsel. The President of the board of education, Superintendent or the Deputy Superintendent are authorized and directed to execute and deliver an Official Statement on behalf of the school district and to approve, execute and deliver any amendments and supplements to any Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the Underwriter will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

The school district hereby covenants, in accordance with the provisions of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “SEC”), to provide or cause to be provided the information set forth in Exhibit B attached hereto as such Exhibit may be revised by the Superintendent or the Deputy Superintendent as required by the Rule prior to delivery of the Bonds.

9. The school district hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for federal income purposes under the Internal Revenue code of 1986, as amended (the “Code”) including, but not limited to, actions relating to the rebate or arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

10. The Superintendent or the Deputy Superintendent are hereby authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of the Act, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations,
dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution.

11. The representation of the school district by Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel is hereby approved, notwithstanding Miller Canfield’s periodic representation in unrelated matters of potential parties to the 2015 Refunding Bonds transaction.

12. The school district hereby appoints Stauder, Barch & Associates, Inc. to act as financial advisor with respect to the Bonds.

13. The officers, administrators, agents and attorneys of the school district are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the Bonds in accordance with this Resolution, including filing applications for prior approval or waivers and a Security Report with the Michigan Department of Treasury pursuant to the Act. The officers, administrators, agents and attorneys of the school district are authorized and directed to pay costs of issuance including bond counsel fees, financial advisor fees, rating agency fees, transfer agent fees, escrow agent fees, verification agent fees, costs of printing the preliminary and official statements, purchase of securities for the purpose of funding the Escrow, and any other costs necessary to accomplish sale and delivery of the Bonds.

14. 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 Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Carol McGlinn, Patri Sholler-Barber, and Dr. Martha Warfield.

NAYS: None.
RESOLUTION DECLARED ADOPTED.

Jennifer A. Hill, Secretary

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Education of the Kalamazoo Public Schools, County of Kalamazoo, State of Michigan, at a regular meeting held on May 14, 2015, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jennifer A. Hill, Secretary
EXHIBIT A

SUMMARY OF THE 2006 BONDS

The 2006 Bonds or portions of the 2006 Bonds maturing on or after May 1, 2017 are subject to redemption prior to maturity, at the option of the school district, in any order of maturity and by lot within a single maturity, on any date on or after May 1, 2016, at par and accrued interest to the date fixed for redemption.

**Outstanding 2006 School Building and Site Bonds and Refunding Bonds**
*(Unlimited Tax General Obligation)*

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<thead>
<tr>
<th>Principal Maturity Date</th>
<th>Amount</th>
<th>Interest Rate</th>
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<tr>
<td>May 1 2016</td>
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<td>5.250</td>
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<td>2017</td>
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<td>2018</td>
<td>3,875,000</td>
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<tr>
<td>2019</td>
<td>4,075,000</td>
<td>5.000</td>
</tr>
<tr>
<td>2020</td>
<td>4,275,000</td>
<td>5.000</td>
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<tr>
<td>2021</td>
<td>4,475,000</td>
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</tr>
<tr>
<td>2022</td>
<td>4,675,000</td>
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<tr>
<td>2023</td>
<td>4,850,000</td>
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<td>2024</td>
<td>5,025,000</td>
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</tr>
<tr>
<td>2025</td>
<td>5,200,000</td>
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</tr>
<tr>
<td>2026</td>
<td>5,350,000</td>
<td>4.625</td>
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</table>
EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the Kalamazoo Public Schools, County of Kalamazoo, State of Michigan (the “school district”), in connection with the issuance of its 2015 Refunding Bonds (Unlimited Tax General Obligation) (the “Bonds”). The school district covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) Definitions. The following terms used herein shall have the following meanings:

“Audited Financial Statements” means the annual audited financial statement pertaining to the school district prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

“Bondholders” shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access District, or such other District, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

“SEC” means the United States Securities and Exchange Commission.

(b) Continuing Disclosure. The school district hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the school district, the following annual financial information and operating data, commencing with the fiscal year ended June 30, 2015, in an electronic format as prescribed by the MSRB: [REVISE HEADINGS TO CONFORM WITH THOSE ACTUALLY USED]

(1) Updates of the numerical financial information and operating data included in the official statement of the school district relating to the Bonds (the “Official Statement”) appearing in the Tables in the Official Statement as described below:

a. Enrollment;
b. Retirement Plan;
c. Financial Summary;
d. Employment;
e. Debt Limitations - Direct Debt;
f. Property Valuation and Taxes;
g. General Fund Budget; and

(2) The Audited Financial Statements. Provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the school district or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the school district is changed, the school district shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) Notice of Failure to Disclose. The school district agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the school district to provide the annual financial information with respect to the school district described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) Occurrence of Events. The school district agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to rights of holders of the Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar event of the Issuer, which is considered to occur when any of the following occur: the appointment
of a receiver, fiscal agent or similar officer for the Issuer in a proceeding
under the U.S. Bankruptcy Code or in any other proceeding under state or
federal law in which a court or governmental authority has assumed
jurisdiction over substantially all of the assets or business of the Issuer, or
if such jurisdiction has been assumed by leaving the existing governing
body and officials or officers in possession but subject to the supervision
and orders of a court or governmental authority, or the entry of an order
confirming a plan of reorganization, arrangement or liquidation by a court
or governmental authority having supervision or jurisdiction over
substantially all of the assets or business of the Issuer;

(13) the consummation of a merger, consolidation, or acquisition involving the
Issuer or the sale of all or substantially all of the assets of the Issuer, other
than in the ordinary course of business, the entry into a definitive
agreement to undertake such an action or the termination of a definitive
agreement relating to any such actions, other than pursuant to its terms, if
material; or

(14) appointment of a successor or additional trustee or the change of name of a
trustee, if material.

(e) Materiality Determined Under Federal Securities Laws. The school district
agrees that its determination of whether any event listed in subsection (d) is material shall be
made in accordance with federal securities laws.

(f) Identifying Information. All documents provided to the MSRB through EMMA
shall be accompanied by the identifying information prescribed by the MSRB.

(g) Termination of Reporting Obligation. The obligation of the school district to
provide annual financial information and notices of material events, as set forth above, shall be
terminated if and when the school district no longer remains an "obligated person" with respect
to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) Benefit of Bondholders. The school district agrees that its undertaking pursuant to
the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and
shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this
Undertaking shall be limited to a right to obtain specific enforcement of the school district’s
obligations hereunder and any failure by the school district to comply with the provisions of this
Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) Amendments to the Undertaking. Amendments may be made in the specific types
of information provided or the format of the presentation of such information to the extent
deemed necessary or appropriate in the judgment of the school district, provided that the school
district agrees that any such amendment will be adopted procedurally and substantively in a
manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the
extent applicable, are incorporated herein by reference. Such interpretations currently include
the requirements that (a) the amendment may only be made in connection with a change in
circumstances that arises from a change in legal requirements, change in law, or change in the
identity, nature, or status of the school district or the type of activities conducted thereby, (b) the
undertaking, as amended, would have complied with the requirements of the Rule at the time of
the primary offering of the Bonds, after taking into account any amendments or interpretations of
the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the school district (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the school district in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the school district to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

(j) Municipal Advisory Council of the State of Michigan. The school district shall also file by electronic or other means any information or notice required to be filed with the MSRB through EMMA pursuant to this Undertaking in a timely manner with the Municipal Advisory Council of the State of Michigan.

IN WITNESS WHEREOF, the school district has caused this Undertaking to be executed by its authorized officer.

KALAMAZOO PUBLIC SCHOOLS
County of Kalamazoo
State of Michigan

By

Its

Dated: ___________, 2015
RESOLUTION FOR LOCAL DISTRICT VOTE ON ISD BUDGET

Kalamazoo Regional Educational Service Agency ("ISD")
GENERAL EDUCATION FUND BUDGET
RESOLUTION

A regular meeting of the Board of Education for Kalamazoo Public Schools was held at the administration building, 1220 Howard Street, Kalamazoo, Michigan on May 28, 2015 at 7:00 p.m.

Members present were: Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield.

Members absent: Carol McGlinn.

The following preamble and resolution were offered by Member Greschak and seconded by Member Herschleb.

WHEREAS:

This Board received the Kalamazoo Regional Educational Service Agency General Education Fund Budget on or before May 1, 2015; and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must now adopt a resolution expressing its support or disapproval of the proposed ISD budget, and must submit to the ISD Board any specific objections and/or proposed changes the Board may have to the budget prior to June 1, 2015.

THEREFORE, BE IT RESOLVED THAT:

The ISD General Education Fund Budget for the 2015-2016 school year be ("supported" or "disapproved for the reasons attached hereto"), and that the Secretary of the Board is hereby directed to submit a copy of this Resolution to the Secretary of the ISD Board of Education, along with any specific objections or proposed changes to the budget.

Ayes: Members Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield

Nays: None.
Motion declared ADOPTED/NOT ADOPTED.

The undersigned duly qualified and acting Secretary of the Board of Education for Kalamazoo Public Schools, Kalamazoo, 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 28, 2015, 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:

[Signature]

Jennifer A. Hill,
Secretary, Board of Education
Kalamazoo Public Schools
RESOLUTION DESIGNATING DISTRICT'S ELECTION REPRESENTATIVE
AND A DESIGNATION OF HOW TO VOTE AT THE JUNE 1, 2015 KRESA BOARD MEETING
Kalamazoo Public Schools, Kalamazoo, Michigan (the "District")

A regular meeting of the Board of Education of Kalamazoo Public Schools (the "Board") was held at the Administration Building, 1220 Howard Street, within the boundaries of the Issuer, at 7:00 p.m. on May 28, 2015.

The meeting was called to order by Board President, Patti Sholler-Barber.

Present: Members Ken Greshak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield; Absent: Carol McGlinn

The following preamble and resolution were offered by Member Greshak and supported by Member Hill:

WHEREAS:
1. The biennial election of the Board of Kalamazoo Regional Educational Service Agency, Michigan (the "KRESA Board") will be held on Monday, June 1, 2015; and
2. The members of the KRESA Board will be elected by an electoral body composed of one (1) person designated by the board of each of the constituent school districts; and
3. In accordance with Section 614(2) of the Revised School Code, MCL 380.614(2), this Board desires to designate Patti Sholler-Barber as this District's proposed representative and any member available as an alternate designated representative in the event the designated representative is unable to attend, and further desires to direct said representative and alternate to vote on behalf of this Board as indicated below.

NOW, THEREFORE, BE IT RESOLVED THAT:
1. This board does hereby approve the designation of Patti Sholler-Barber as the representative of this board for the electoral body, which body will elect one (1) candidate to the vacancy on the KRESA Board on Monday, June 1, 2015 and any member available as an alternate in the event that the designated representative is unable to attend.
2. The Board does not support the sole candidate, Lynne Cowart, and directs its representative not to vote for her candidacy.
3. The Secretary of this Board is hereby further directed to file a certified copy of this resolution with the Secretary of the KRESA Board.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Ken Greshak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield.
Nays: 0

Resolution declared adopted / not adopted.

Jennifer Hill
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Kalamazoo Public Schools, Kalamazoo, 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 May 28, 2015, 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).

Jennifer Hill
Secretary, Board of Education
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, 2015 — through July 31, 2016

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 2015-16 must be listed on the back of this form)

Kalamazoo Public Schools, City of Kalamazoo, County of Kalamazoo 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 interscholastic 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, 2015 and shall remain effective until July 31, 2016, 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 Kalamazoo Public Schools on the 28th May, 2015, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

Kalamazoo Public Schools
(Governing Body Name)

1220 Howard Street
(Address)

Kalamazoo
(City)

-OVER-
# Schools Which Are To Be MHSAA Members During 2015-2016

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 an enrollment and on-site attendance of at least 15 students, whether for grades 7 and 8, or 7 through 9, or 10 through 12, or 9 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization." If enrollment falls below the minimum, the school must notify the MHSAA and its membership will be suspended.

<table>
<thead>
<tr>
<th>Senior High School(s)</th>
<th>Junior High /Middle School(s) (How many students in grades 6, 7 &amp; 8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kalamazoo Central High School</td>
<td>1. Hillside Middle School 567</td>
</tr>
<tr>
<td>2. Loy Norrix High School</td>
<td>2. Linden Grove Middle School 726</td>
</tr>
<tr>
<td>3. Phoenix High School</td>
<td>3. Maple Street Magnet School for the Arts 762</td>
</tr>
<tr>
<td></td>
<td>Milwood Magnet School: A Center for Math, Science &amp; Technology 667</td>
</tr>
</tbody>
</table>

If necessary, list additional schools on a separate sheet.
RESOLUTION DESIGNATING DISTRICT'S ELECTION REPRESENTATIVE
AND A DESIGNATION OF HOW TO VOTE AT THE JUNE 1, 2015 KRESA BOARD MEETING
Kalamazoo Public Schools, Kalamazoo, Michigan (the "District")

A regular meeting of the Board of Education of Kalamazoo Public Schools (the “Board”) was held at the Administration Building, 1220 Howard Street, within the boundaries of the Issuer, at 7:00 p.m. on May 28, 2015.

The meeting was called to order by Board President, Patti Sholler-Barber.

Present: Members Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield; Absent: Carol McGlinn

The following preamble and resolution were offered by Member Greschak and supported by Member Hill:

WHEREAS:
1. The biennial election of the Board of Kalamazoo Regional Educational Service Agency, Michigan (the "KRESA Board") will be held on Monday, June 1, 2015; and
2. The members of the KRESA Board will be elected by an electoral body composed of one (1) person designated by the board of each of the constituent school districts; and
3. In accordance with Section 614(2) of the Revised School Code, MCL 380.614(2), this Board desires to designate Patti Sholler-Barber as this District's proposed representative and any member available as an alternate designated representative in the event the designated representative is unable to attend, and further desires to direct said representative and alternate to vote on behalf of this Board as indicated below.

NOW, THEREFORE, BE IT RESOLVED THAT:
1. This board does hereby approve the designation of Patti Sholler-Barber as the representative of this board for the electoral body, which body will elect one (1) candidate to the vacancy on the KRESA Board on Monday, June 1, 2015 and any member available as an alternate in the event that the designated representative is unable to attend.
2. The Board does not support the sole candidate, Lynne Cowart, and directs its representative not to vote for her candidacy.
3. The Secretary of this Board is hereby further directed to file a certified copy of this resolution with the Secretary of the KRESA Board.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield.
Nays: None.

Resolution declared adopted / not adopted.

_________________________________
Jennifer Hill
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Kalamazoo Public Schools, Kalamazoo, 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 May 28, 2015, 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).

_________________________________
Jennifer Hill
Secretary, Board of Education
RESOLUTION FOR LOCAL DISTRICT VOTE ON ISD BUDGET

Kalamazoo Regional Educational Service Agency (“ISD”)
GENERAL EDUCATION FUND BUDGET
RESOLUTION

A regular meeting of the Board of Education for Kalamazoo Public Schools was held at the administration building, 1220 Howard Street, Kalamazoo, Michigan on May 28, 2015 at 7:00 p.m.

Members present were: Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield.

Members absent: Carol McGlinn.

The following preamble and resolution were offered by Member Greschak and seconded by Member Herschleb.

WHEREAS:

This Board received the Kalamazoo Regional Educational Service Agency General Education Fund Budget on or before May 1, 2015; and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must now adopt a resolution expressing its support or disapproval of the proposed ISD budget, and must submit to the ISD Board any specific objections and/or proposed changes the Board may have to the budget prior to June 1, 2015.

THEREFORE, BE IT RESOLVED THAT:

The ISD General Education Fund Budget for the 2015-2016 school year be (“supported” or “disapproved for the reasons attached hereto”), and that the Secretary of the Board is hereby directed to submit a copy of this Resolution to the Secretary of the ISD Board of Education, along with any specific objections or proposed changes to the budget.

Ayes: Members Ken Greschak, TiAnna Harrison, Craig Herschleb, Jennie Hill, Patti Sholler-Barber, and Dr. Martha Warfield

Nays: None.
Motion declared ADOPTED/NOT ADOPTED.

The undersigned duly qualified and acting Secretary of the Board of Education for Kalamazoo Public Schools, Kalamazoo, 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 28, 2015, 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:

______________________________
Jennifer A. Hill,
Secretary, Board of Education
Kalamazoo Public Schools
KALAMAZOO PUBLIC SCHOOLS
RESOLUTION TO PAY UP TO 80% OF THE TOTAL
ANNUAL COSTS FOR ALL OF THE MEDICAL BENEFIT PLANS

WHEREAS, the Publicly Funded Health Insurance Contribution Act (also known as Public Act 152 of 2011) was effective as of September 27, 2011 and is applicable upon the expiration of any agreements in effect on that date; and

WHEREAS, Section 4(1) of the Act allows the Board of Education to elect either Section 3 or 4 of such Act and provides that by electing an 80/20 share of annual insurance costs, the District thereby limits its premium payments for medical benefit plans to 80% of the total costs of all the medical benefit plans it offers, including the premium or illustrative rates of such plans, and the co-pays, deductibles, and payments by the District (if any) into health savings accounts, flexible accounts, or similar accounts used for medical benefits, and the remaining 20% is paid by eligible employees; and

WHEREAS, the District provides 17 medical benefit plans to eligible qualifying employees; and

WHEREAS, the renewal date for the medical benefit plans offered by the District is July 1, 2015; and

WHEREAS, the Board of Education wishes to comply with PA 152 for the medical benefit plan coverage year beginning July 1, 2015, and ending June 30, 2016, by limiting the District’s contribution to 80% of the total costs of all medical benefit plans and other expenditures for medical benefits as defined within section 4 of PA 152; and

WHEREAS, the Board of Education has determined that it is in the best interest of the District for it to comply with PA 152 by limiting its contribution to the 80% level consistent with Section 4 of the Act for the time period stated above; and

WHEREAS, the Board of Education has discussed this decision with the collective bargaining representatives of the affected employees, where applicable;

NOW, THEREFORE, BE IT RESOLVED that:

1. The District declares that it shall comply with PA 152 by limiting its contribution to medical benefit plans (as defined by section 4 of PA 152) to 80% of the annual costs, and requiring participating employees to contribute the remaining 20%, as well as any additional amounts that may be required by the provisions of an applicable collective bargaining agreement (e.g., part-time employees).

2. This resolution applies only to the medical benefit plan coverage year beginning July 1, 2015, and ending June 30, 2016.

3. The Board of Education shall annually determine the manner in which the District shall comply with PA 152.
4. The Superintendent or his/her designee is hereby authorized to execute documents, if any, that may be necessary for the District to comply with PA 152 in the manner outlined.

Dated: June 25, 2015

Attest by:

Patti Sholler-Barber, President
Kalamazoo Public Schools Board of Education

The undersigned, duly qualified and acting Vice President of the Board of Education of Kalamazoo Public Schools, Kalamazoo County, Michigan (the "District"), hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a meeting held on June 25, 2015, the original of which is part of the Board’s minutes. The undersigned certifies that notice of the meeting was given to the public pursuant to the provisions of the Michigan Open Meetings Act, as amended.

Carol McGlinn, Vice President
Kalamazoo Public Schools Board of Education
Minutes of the regular meeting of the Board of Education of the Kalamazoo Public Schools, County of Kalamazoo, State of Michigan (the "School District"), held in the School District on the 25th day of June, 2015, at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members Ken Greschak, Craig Herschleb, Carol McGinn, Patti Sholler-Barber, and Dr. Martha Warfield.

ABSENT: Members TiAnna Harrison and Jennie Hill

The following preamble and resolution were offered by Member Greschak and supported by Member Dr. Warfield:

WHEREAS, under the terms of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended (the "Act"), a 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 monies 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, 2016 (the "2015/2016 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 3 of Exhibit A, to pay operating expenses for the fiscal year beginning July 1, 2015, 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 2015/2016 State Aid and that portion of the 2015/2016 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 obligations and Qualified Zone Academy Bonds, not including this borrowing, during calendar year 2015 in the aggregate amount shown in paragraph 2 of Exhibit A; and
WHEREAS, the School District has received approval of its Qualifying Statement filed for 2014 with the Michigan Department of Treasury ("Treasury"); 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 3 of Exhibit A and issue the general obligation notes in one or more series (the "Note" or "Notes") of the School District therefor and to authorize certain other actions related thereto.

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 3 of Exhibit A, the final amount, number of series and series designation to be determined by the officer designated in paragraph 4 of Exhibit A or his/her designee who shall be a member of the administrative staff or Board of Education of the School District (the "Authorized Officer"), prior to the sale of the Notes, or such portion thereof as may be approved by Treasury, if prior approval is necessary, and issue the general obligation Notes of the School District therefor, in anticipation of the distribution of Pledged State Aid for the fiscal year ending June 30, 2016. The Notes may be issued in one or more series as determined by the Authorized Officer.

2. The Notes shall be issued in one or more series designated "State Aid Notes, Series 2015A," or such other name or designation as determined by the Authorized Officer at the time of the sale. The Notes of each series shall bear interest at the rate or rates payable on the date or dates determined on sale thereof, but not to 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 shown in paragraph 6 of Exhibit A. The Notes shall be payable in lawful money of the United States of America at a bank or trust company in the State of Michigan qualified to act as paying agent as shall be designated by the purchaser of the Notes. The Notes shall be in denominations as determined by the Authorized Officer. The Notes shall not be subject to redemption prior to maturity, except for any mandatory redemption or mandatory payment provisions specified in the Purchase Contract described below, if the Notes are sold to the Michigan Finance Authority (the "Authority").

The Notes may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and the Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Notes in book-entry-only form and to make such changes in the Note form within the parameters of this resolution as may be required to accomplish the foregoing.

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 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. The President and Secretary of the Board of Education shall execute the Notes on behalf of the School District by manual or facsimile signature and the executed Notes shall be delivered to the Treasurer who shall cause the Notes to be delivered to the purchaser thereof upon the receipt of the purchase price therefor. The Vice President, Treasurer or Superintendent may execute the Notes instead of either the President or Secretary. In the event the Notes are executed by the facsimile signature of the foregoing, the Notes shall be authenticated in the manner approved by the Authorized Officer. The foregoing officials are hereby authorized to execute and deliver a temporary Note or Notes and exchange, when available, final printed Note or Notes therefor at the request of the purchaser of the Notes. Any reference to an officer or employee of the School District in this resolution shall include any interim or acting officer or employee appointed by the School District.

5. 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. If appropriate, the Authorized Officer may designate the Notes as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions under the Code.

6. The President, Vice-President, Secretary, Treasurer, Superintendent or his/her designee and the Authorized Officer are further 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.

7. If the timing of the sale is compatible with the timing of the pooled financing of the Authority, and the Authority’s credit requirements are attractive to the School District as determined by the Authorized Officer, the Notes shall be sold on a negotiated basis to the Authority 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. The Authorized Officer or his/her designee is further authorized to select the method of sale of the Notes to the purchaser, as shall be determined to be in the best interest of the School District and not in conflict with the limitations set forth in this resolution. The School District may sell its Notes to (a) the Authority; or (b) by competitive or negotiated sale with a financial institution. If the Notes are sold by competitive sale the Authorized Officer shall complete and publish a Notice of Sale in substantially the form set forth in Exhibit C to this resolution.

8. If the School District sells the Notes to the Authority and in the event the 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 and interest on the Notes with set aside installments, the following provisions in this paragraph 8 shall apply:

Moneys to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the depository designated in the Purchase Contract described below (the
“Depository”) in three (3), five (5) or seven (7) consecutive monthly set-aside installments (the 
“Installment” or “Installments”), ending on July 20, 2016, and earlier on the 20th day of each 
month (or in the case of February, the 22nd, and in the case of March, the 21st), 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 
regular 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 in that 
event 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 (the “Purchase Contract”) between the Authority and the School District. 
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: (A) the Installment Shortfall; (B) the current month's Installment; 
and (C) 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 and interest on 
the Notes. The maximum amount of each Installment will not exceed 50% of the amount of 
Pledged State Aid due to the School District in any set-aside month.

If the School District has failed to deposit all or a portion of an Installment by the last 
regular 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 
regular business day following the last regular 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.

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.

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.

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 date the last Installment is
required to be paid is the maturity date of that series of the Notes, and such determination shall be conclusively evidenced by the Purchase Contract described below.

9. If the School District sells the Notes to the Authority, the 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 and interest on certain of the No Set-Aside Notes may be secured by a direct-pay 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 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 a series of the Authority’s State Aid Revenue Notes issued to finance the Authority’s purchase of the No Set-Aside Notes.

10. If the School District sells the Notes to the Authority, the following shall apply:

a. Any Authorized Officer or designee 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 original purchaser(s) of the State Aid Revenue Notes issued by the Authority to finance its purchase of the No Set-Aside Notes), as the Authority and any Authorized Officer or designee shall deem necessary and appropriate, including the number of set-asides, 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 Payment Date, to pay the Authority an amount as invoiced by the Authority to recover its administrative costs and lost investment earnings attributable to such late payment.

b. Any Authorized Officer or designee is further authorized to approve the specific interest rate(s) to be borne by the Notes, not exceeding the maximum rate permitted by law, the purchase price of the Notes, not less than the price specified in paragraph 7 of Exhibit A, a guaranteed investment agreement or other permitted investment in accordance with state law
for funds paid to the Depository, if applicable, direct payments of Pledged State Aid to and if required by the Authority, and other terms and conditions relating to the Notes and the sale thereof.

c. The form of the 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 or designee shall deem necessary and appropriate:

Series C-1 (with set-asides)

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured 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 two percent (2%) above the stated interest rate on the Authority’s State Aid Revenue Notes, Series 2015C-1.

Series C-2 and any additional Series (without set-asides)

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 Payment Obligations (as that term is defined in the Purchase Contract) shall bear interest until paid at an interest rate per annum based upon a 365/366 day year for the actual number of days elapsed or otherwise as provided in the Purchase Contract equal to the Default Fee or the default interest rate as described in Schedule I to the Purchase Contract.

11. If sold at a competitive or negotiated sale other than to the Authority, the Notes shall be dated on such date, shall mature on such date, shall be issued in such principal amount with or without set aside payments, shall bear such interest rate, shall be sold at such price and be in such denominations as may be determined by the Authorized Officer of the School District, but in each case within the parameters set forth in Exhibit A to this resolution. If sold at a competitive sale, the Authorized Officer is hereby authorized to award the Notes to the bidder whose bid produces the lowest interest cost to the School District and is within the parameters set forth in Exhibit A to this resolution. If sold at a negotiated sale, the Authorized Officer is authorized to enter into an agreement on behalf of the School District with a financial institution for such sale within the parameters of Exhibit A to this resolution, and, if such officer determines it to be in the interest of the School District, the Authorized Officer is authorized to enter into agreements providing for a credit enhancement as security for payment of the Notes.

12. Each series of Notes issued hereunder shall be 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. If the Notes are sold to the Authority, prior written consent of an authorized officer of the Authority is required to issue additional notes or obligations of equal standing with the Notes as to the Pledged State Aid. The School District further resolves that the amount payable as to principal and interest on the Notes plus the amount payable as to principal 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 75% of the amount of Pledged State Aid.

13. The representation of the School District by Miller, Canfield, Paddock and Stone, P.L.C. as note counsel is hereby approved, notwithstanding Miller, Canfield’s periodic representation of the Authority and other potential parties to the transaction in unrelated matters. The School District retains Miller, Canfield, Paddock and Stone, P.L.C. to perform an arbitrage rebate analysis and prepare a rebate return for the Notes, if necessary.

14. Within fifteen (15) business days after issuance of the Notes, the Board hereby authorizes and directs the Authorized Officer to cause to be filed with Treasury any and all documentation required to be filed subsequent to the issuance of the Notes, along with any statutorily required fee.

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 Ken Greschak, Craig Herschleb, Carol McGlinn, Patti Sholler-Barber, and Dr. Martha Warfield

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

[Signature]
President, Board of Education
The undersigned duly qualified and acting President of the Board of Education of the Kalamazoo Public Schools, County of Kalamazoo, State of 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 June 25, 2015, the original of which is a part of the Board’s minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended, and that attached hereto as Exhibit D is a true and complete copy of the notice of said meeting posted in accordance with the Revised Municipal Finance Act, being Act 34, Public Acts of 2001, as amended.

[Signature]

President, Board of Education
EXHIBIT A

1. Estimated 2015/2016 State Aid allocated or to be allocated for fiscal year ending June 30, 2016: $94,333,800 (total amount estimated to be received from October 1, 2015 through August 31, 2016).

2. Amount of tax-exempt, notes or bonds or other tax exempt or tax credit obligations not including this borrowing, issued or expected to be issued during the 2015 calendar year: estimated to be $42,515,000. Amount of other taxable obligations (including lines of credit) issued or to be issued during the 2015 calendar year: estimated to be $0.

3. Amount of borrowing not to exceed: $17,000,000.

4. Authorized Officer: Superintendent, Deputy Superintendent, Business Manager or designee.

5. Date of Notes: Date of Delivery or August 20, 2015 or such other date as determined by the Authorized Officer.

6. Notes due and payable: July 20, 2016, August 22, 2016, or such other date as determined by the Authorized Officer.

7. Purchase price: Not less than 97% of the principal amount of the Notes.

EXHIBIT B

FORM OF PURCHASE CONTRACT

[Insert Name of School District Here]

The Michigan Finance Authority (the “Authority”), a public body corporate, 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 on 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 on Schedule I. The purchase price for the Notes shall be as set forth on Schedule I.

[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 printing charges, rating agency charges, trustee fees, note counsel fees, fees and expenses of a purchaser (the “Purchaser”) of all or a portion of the Authority’s Notes [(as defined below)], and other counsel fees and issuance fees of the Authority and the Purchaser 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 on Schedule I hereto. The terms “Purchaser”, “Holder” and “Holders’ Representative” shall have the same meanings as defined in the Note Purchase Agreement(s) dated __________, 2015 between the Authority and __________ (the “Note Purchase Agreement”).

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

[The Issuer pledges to pay the principal 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, 2016 and
to be paid during October 2015 through August 2016, inclusive (the “Pledged State Aid”). Moneys to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the Depository (as defined in Schedule I hereto) as hereinafter described in 3, 5 or 7 installments (the “Installment” or “Installments”) as specified in Schedule I, commencing (i) in the case of 3 installments, on May 20, 2016, (ii) in the case of 5 installments, on March 21, 2016, and (iii) in the case of 7 installments, on January 20, 2016, and thereafter on the 20th day of each month (or in the case of February, the 22nd, and in the case of March, the 21st) to and in each case ending on [July 20], 2016, 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 regular 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 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 the Installment is insufficient to pay the Installment, then in that event the Issuer pledges to use any and all other available funds to pay the Installment obligation. If the Issuer fails to set aside any portion of an Installment (the “Installment Shortfall”), 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, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the Issuer and apply the intercepted amount on the following priority basis: (A) the Installment Shortfall; (B) the current month’s Installment; and (C) any amounts remaining to be immediately distributed to the Issuer. 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. The Authority shall promptly notify the Issuer that it will immediately commence to intercept the Pledged State Aid.

Each Installment shall be treated as a mandatory redemption of a portion of the principal of the Notes and also payment of accrued interest thereon to the date of the Installment, which together shall be equal to the amount of such Installment.

If the Issuer has failed to deposit all or a portion of an Installment by the last regular 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 regular business day following the last regular business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of written notice from the Depository, the Authority shall promptly notify the Issuer that it will immediately commence to intercept 100% of the Pledged State Aid.

If on the date of the final Installment as specified in Schedule I hereto, the funds on deposit with the Depository are insufficient to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the 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 payment which is dedicated for distribution or for which the appropriation authorizing payment has been made under the Act.
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 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 earlier than August 2016 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, after the Authority’s Notes are paid, be applied on the following priority basis: (1) to the Purchaser, all other amounts due and owing to the Purchaser under its Note Purchase Agreement with the Authority and the Depository relating to the 2015C-1 Notes, and (2) any amount remaining to 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 taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer or designee shall deem necessary and appropriate.]

IF NO SET-ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer acknowledges that: (i) the Authority will purchase the Notes with proceeds from the State Aid Revenue Notes, Series 2015C-2 and Series 2015C-3, to be issued by the Authority (the “Authority’s Notes”); (ii) the Authority’s Notes of Series 2015C-2 (the “2015C-2 Notes”) will be directly purchased from the Authority by ____________, unsecured by any letter of credit; and (iii) the Authority’s Notes of Series 2015C-3 (the “2015C-3 Notes”) will be directly purchased from the Authority by ____________, unsecured by any letter of credit.

The Issuer [(i) irrevocably directs the State of Michigan to directly transfer to the Depository the mandatory payment (the “Mandatory Payment”) from the current month’s installment of the Pledged State Aid in the amounts and on the payment dates (the “Payment Dates”) as set forth in Schedule I attached hereto; and (ii)] agrees that it will deposit[, including in accordance with any Mandatory Payment schedule in Schedule I,] 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 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 and interest on its Notes from the 2015/2016 State School Aid to be allocated to it and to be paid during October 2015 through August 2016, inclusive (the "Pledged State Aid").

Not later than August __, 2016, the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on August 22, 2016 (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 22, 2016 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 __, 2016 (email to: TreasMFAStateAidNote@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 Act, to the extent necessary to pay the principal of and interest on the Notes when due and any other amounts owed by the Issuer as set forth in Schedule I (together the "Payment Obligations"), assigns to the Authority, pledges to the payment of the Payment Obligations, and authorizes and directs the State Treasurer to intercept or advance all or part of any State School Aid payment which is dedicated for distribution to the Issuer or for which the appropriation authorizing the payment has been made under the Act. The Issuer acknowledges that 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. The Authority in its sole discretion may determine the amount of any State School Aid payment to be intercepted and the dates for such collection and application. The Authority and the Issuer may also agree to the collection and application of other Issuer revenues to any unpaid Payment Obligations. State School Aid payments shall continue to be intercepted until all Payment Obligations have been paid in full. 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 on the August 2016 payment date, or the balance thereof to the extent all or a portion of it, prior to the August 2016 payment date, has been advanced to satisfy any Installment Shortfall of the Issuer for payment of the Authority's State Aid Revenue Notes, Series 2015C-1, and the Depository shall apply the August 2016 State School Aid payment on the following priority basis: (1) first, concurrently on a parity, pro rata basis, to pay to the Holder(s) of the 2015C-2 Notes and the Holder(s) of the 2015C-3 Notes the principal and interest due on the 2015C-2 Notes and the 2015C-3 Notes, respectively, on August 22, 2016, and second, concurrently on a parity, pro rata basis, to pay to each Holders’ Representative all other amounts due and owing under its respective Note Purchase Agreement with the Authority relating to the 2015C-2 Notes or the 2015C-3 Notes; and (2) any amount remaining to be immediately distributed to the Issuer; and

(B) if (1) the Issuer’s August 2016 State School Aid payment will be less than the principal and interest on the Notes and other notes issued by the Authority payable therefrom and (2) the Issuer will pay any of the remaining amount due from any source other than proceeds from its borrowing in the Authority's August 2016 state aid note pool, the Issuer shall give written notice not later than August __, 2016 to
the Authority and the Depository specifying each such source and amount (e.g., $__________ will be wired to the Depository from [bank name]); and

(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 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 earlier than August 2016 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 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 taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer or designee shall deem necessary and appropriate.

(D) Failure to pay all or a portion of the Payment Obligations to the Authority not later than August 22, 2016 shall constitute an event of default ("Default") under this Purchase Contract and the Authority's, the Holders’ and the Holders’ Representatives’ rights and remedies upon such Default shall be as set forth in this Purchase Contract and Schedule I and in applicable law.]

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, 2015, issued by the Authority pursuant to its Note Authorizing Resolution adopted May 14, 2015, and for the Authority’s obligations under a Note Purchase Agreement between it and any Holder of the Authority’s Notes.

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, the Authority's 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 Closing Documents (defined below) available for inspection by the Authority on August ____, 2015, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern time, on August 20, 2015 (“Closing Date”), the Issuer shall deliver the Notes to the Authority at the offices of Miller, Canfield, Paddock and Stone, P.L.C., Lansing, Michigan, together with such other documents, certificates and closing opinions as the Authority shall require (the “Closing Documents”) and the Authority shall accept delivery of the Notes and the Closing Documents and pay the purchase price for the Notes.

(Remainder of Page Intentionally Left Blank)
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

By__________________________
Its Authorized Officer

Accepted and Agreed to this
_______ day of ________, 2015
______________________ ("Issuer")
By__________________________
Title:________________________

(Signature page to Purchase Contract)
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”).

1. The Issuer hereby covenants that it will deposit all Installment payments as set forth in paragraph 9 below with The Bank of New York Mellon Trust Company, N.A., or its successor (the “Depository”) at its designated corporate trust office located in Detroit, 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 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 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, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2015, through August 31, 2016.

5. The principal amount and the initial interest rate on the Notes shall not exceed $_______ and _______% per annum, respectively.

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 Purchaser, including, without limitation, all other amounts owing to the Holders under the Note Purchase Agreement.

7. The Notes shall be dated August 20, 2015 and shall mature on [July 20], 2016.

8. The purchase price of the Notes shall be $_______ (par of $_______ [less net discount of $_______]) [plus net premium of $_______]).

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

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Installment/Mandatory Redemption</th>
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B-8
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 2016 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 22, 2016; 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” defined in this paragraph 10 shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2015 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2015C-2 and Series 2015C-3, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2015. Any one or more of the foregoing restrictions set forth in this paragraph 10 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 2015C-1, 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 The Bank of New York Mellon Trust Company, N.A., or its successor (the "Depository") at its designated corporate trust office located in Detroit, Michigan, in accordance with the Purchase Contract and resolution authorizing 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, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2015, through August 31, 2016.

4. The principal amount and the initial interest rate on the Notes shall not exceed $_________ and _________% per annum, respectively.

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 Note Purchase Agreement[s] among the Authority, [the/each] Purchaser and the Depository (including, without limitation, all other amounts owing to the Holders under the Note Purchase Agreement).

6. The Notes shall be dated August 20, 2015 and shall mature on August 22, 2016.

7. The purchase price of the Notes shall be $_________ (par of $_________) [less net discount of $_________] [plus net premium of $_________].

8. The amounts of the Installments/Mandatory Payments on the Payment Dates are:

| Payment Date | Installment/Mandatory Payment |

9. In the event that the Issuer fails to pay all or a portion of the Payment Obligations to the Authority on August 22, 2016, the Notes shall bear a default interest rate per annum beginning August 22, 2016, payable each day such principal amount remains unpaid, in an amount calculated by multiplying such unpaid principal by a percentage equal to the Base Rate plus ___% per annum or such lower interest rate as may be established by the Authority pursuant to an agreement between the Authority and the Holders' Representative. Interest at such default interest rate shall be payable on demand and shall also be payable during the continuance of any event of default.

B-10
"Adjusted One Month LIBOR Rate" means for any date an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) ___% per annum plus (ii) the quotient of (a) the interest rate determined by the Holders' Representative by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month.

"Base Rate" means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) ______ percent (%) per annum.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

"Prime Rate" means, for any day, the greater of:

(i) the rate of interest announced by JPMorgan Chase Bank, N.A. from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate; and

(ii) the sum of (x) the rate determined by the Holders' Representative to be the average (rounded upwards, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to the Holders' Representative at approximately 10:00 a.m. (Chicago time) (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more federal funds brokers selected by the Holders' Representative for the sale to the Holders' Representative at face value of federal funds in an amount equal or comparable to the principal amount owed to any Holder for which such rate is being determined, plus (y) %

"Reserve Requirement" means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Purchaser the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Reserve Requirement shall reflect any reserves required to be maintained by the Purchaser against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.
[9. In the event that the Issuer fails to pay all or a portion of the Payment Obligations to the Authority on August 22, 2016, the Notes shall bear interest at an interest default rate beginning August 22, 2016 at the “One Year Interest Rate Swap” plus ___% per annum.

“One Year Interest Rate Swap” means the one year interest rate swap reported for the previous Business Day on the Federal Reserve System’s website at http://www.federalreserve.gov/releases/H15/update/default.htm, which is based on International Swaps and Derivatives Association (ISDA®) mid-market par swap rates.

“Business Day” means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.]  

10. So 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 2016 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 22, 2016, 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” defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 20, 2015 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2015C-__ or Series 2015C-___, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2015. 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 2015C-2 or Series 2015C-3, 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.]
EXHIBIT C

OFFICIAL NOTICE OF SALE

$_______

[NAME OF ISSUER]

COUNTY OF _____________

STATE OF MICHIGAN

STATE AID NOTES, SERIES 2015

SEALED BIDS for the purchase of the above notes will be received by the undersigned at the Board of Education Offices located at [Issuer’s Address], on ________, the ___ day of ____, 2015, until _______ m., prevailing Eastern Time, at which time and place said bids will be publicly opened and read. Bids will be simultaneously opened and read at the offices of the Municipal Advisory Council, 535 Griswold, Suite 1850, Detroit, Michigan 48226 (the “MAC”). The award or rejection of bids will occur within twenty-four hours after the time of sale.

FAXED BIDS: Signed bids may be submitted by fax to the School District at fax number (___) _______, Attention: ____________, or to the MAC at fax number (313) 963-0943; provided that faxed bids must arrive before the time of sale, the bidder bears all risks of transmission failure and the GOOD FAITH DEPOSIT MUST BE MADE AND RECEIVED as described in the section entitled “GOOD FAITH” below.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means to present bids but a bidder may not present a bid by more than one means.

NOTE DETAILS: The notes will be dated as of the date of delivery, will mature ________, 2016, and will bear interest at a rate or rates not exceeding 6% per annum fixed by the bids therefor. Interest upon the notes will be calculated on a 360 day year (30 day month). The notes will be issued in denominations of $1,000, $5,000, $100,000 or multiples or combinations thereof, designated by the original purchaser of the notes. Notes of this issue will not be subject to prior redemption. In submitting a bid for the notes, the bidder agrees to the representation of the School District by Miller, Canfield, Paddock and Stone, P.L.C., as note counsel.
BOOK-ENTRY ONLY: The notes may be issued in book-entry only form as one fully registered bond per maturity and may be registered in the name of Cede & Co., as noteholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the notes. Purchasers will not receive certificates representing their interest in notes purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the notes.

PAYING AGENT: Both principal and interest shall be payable at a bank or trust company located in Michigan qualified to act as paying agent under State of Michigan or United States law, to be designated by the original purchaser of the notes.

PURPOSE AND SECURITY: The notes are issued for the purpose of payment of operating expenses of the School District, and are issued in anticipation of State School Aid to be appropriated and allocated to the School District for the fiscal year beginning July 1, 2015. The notes are full faith and credit obligations of the School District and are payable from tax levies or from unencumbered funds of the School District in the event of the unavailability or insufficiency of State School Aid for any reason. The School District does not have the power to levy taxes for the payment of the notes in excess of its constitutional and statutory tax rate limits. The rights or remedies of noteholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

ADDITIONAL NOTES: The School District has reserved the right to issue additional notes of equal standing respecting the State School Aid pledged with the notes offered herein, subject to the limitations provided by law.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., note counsel, under existing law, assuming compliance with certain covenants, interest on the notes is excludable from gross income for federal income tax purposes as described in the opinion, and the notes and interest thereon are exempt from all taxation by the State of Michigan or by any taxing authority within the State of Michigan, except inheritance and estate taxes, taxes on gains realized from the sale, payment or other disposition thereof.

GOOD FAITH: A good faith deposit in the form of a certified or cashier’s check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of $ payable to the order of the Treasurer of the School District will be required of the successful bidder. The successful bidder is required to submit its good faith deposit to the School District not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the notes. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the School District. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the notes shall be made at the closing.

AWARD OF NOTES-TRUE INTEREST COST: The notes will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: The
lowest true interest cost will be the single interest rate (compounded on ________, 20__ and semi-annually thereafter) on the notes from ________, 2015, in an amount equal to the bid price, excluding accrued interest.

**LEGAL OPINION:** Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the notes at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C., for service rendered in connection with such approving opinion are expected to be paid from note proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above notes, Miller, Canfield, Paddock and Stone, P.L.C., has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the notes, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

**[NO OFFICIAL STATEMENT OR RATING]**: The School District will not prepare an Official Statement for the financing nor has it requested a rating for the Notes and further acknowledges that it is unknown if such rating were requested whether the Notes would be rated at an investment grade.

**[INVESTMENT CERTIFICATE]**: The initial purchaser of the Notes will execute a form of investment certificate certifying that the Notes have not been registered under any federal or state statute, that the Purchaser is familiar with federal statutes, rules and regulations and those of the State of Michigan relating to limitations and the public distribution of securities and will not make any sale or other distribution of the Notes in violation of such statutes, rules and regulations. The initial purchaser will certify that it is purchasing the Notes for its own account only and not with a view to resale or distribute and will not sell or re-offer the Notes until such time as either an official statement relating to the Notes has been prepared, to the extent it may be required under federal securities laws and regulations; or the subsequent purchaser of the Notes presents and executes an investment certificate in a form acceptable to note counsel.

**PRINTING AND DELIVERY OF NOTES:** The School District will furnish printed notes with legal opinion thereon at its expense. Notes will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The School District will furnish the purchaser with the usual closing documents including a certificate that no litigation is pending affecting the right of the School District to issue the notes. Payment for the notes shall be made in Federal Reserve Funds.

**FURTHER INFORMATION** may be obtained from the ________________, Michigan ____________, Telephone: (___) __________, Facsimile (___) __________.

**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 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

**THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.**
ENVELOPES containing the bids should be plainly marked "Proposal for Notes".

__________________________
Secretary
[Name of Issuer]
EXHIBIT D

NOTICE OF INTENDED CASH FLOW BORROWING

NOTICE IS HEREBY GIVEN that at the meeting of the Board Education of the Kalamazoo Public Schools, County of Kalamazoo, State of Michigan (the “School District”), to be held on the 25th day of June, 2015, a decision will be made or discussed with respect to the issuance of the School District’s proposed state aid notes that will be payable from state aid, but will also contain a limited tax full faith and credit pledge of the School District.

Jennie Hill
Secretary
Kalamazoo Public Schools