

**BOARD OF EDUCATION  
SPECIAL AND REGULAR BUSINESS MEETING MINUTES**

**October 24, 2011**

The regular business meeting of the Board of Education of the Portage Public Schools held on Monday, October 24, 2011, was called to order at 6:31 p.m. by President Snyder in the Community Room of the Administration Building, 8111 S. Westnedge. He welcomed an audience of 15 people and all in attendance recited the Pledge of Allegiance.

Board Trustees Present: Tom Eddy, Ted Hartridge, Geoff Howe (arrived at 7:35 p.m.), Rusty Rathburn, Bo Snyder, Randy Van Antwerp and Joanne Willson

Board Trustees Absent: None

**DISTRICT RECOGNITIONS AND ACKNOWLEDGEMENTS**

The Community Relations Manager, Mr. Tom Vance, introduced Ms. Mary Connors, Community Advocates Board Member. Ms. Connors recognized Central High School Special Education Teacher, Ms. Carol Sands, who received the Professional Excellence Award by the Community Advocates for Persons with Intellectual and Developmental Disabilities. President Snyder congratulated and presented a recognition certificate to Ms. Sands on behalf of the Board.

Mr. Vance introduced Central Elementary Principal, Mrs. Susan Roberts, and parent, Mrs. Heather Seeburger. He presented an Official Michigan Green School Certificate from Governor Snyder and Kalamazoo Regional Educational Service Agency Superintendent, Mr. Ron Fuller, recognizing their efforts.

**REPORTS**

**Superintendent's Report:** Interim Superintendent, Dr. Ric Perry, reported that, while hundreds of students take IB (International Baccalaureate) classes, 45 IB Diploma candidates for the 2010/11 school year and 38 were successful.

Dr. Perry informed the audience that 2011 is the last year for tax credits when making a contribution to a community foundation.

Dr. Perry shared news of an alternative to Trick or Treating on Monday night, October 31 at Woodland Elementary. The Trunk or Treat will be held from 6 to 8 p.m. in the school parking lot, hosted by Prairie Edge Christian Reformed Church and Portage Free Methodist Church.

Dr. Perry offered condolences to the family of Community High Secretary, Mrs. Janet Hall.

Dr. Perry introduced Mrs. Lynne Cowart, Director of Curriculum, to the Board. Mrs. Cowart provided an brief overview of curriculum and instruction priorities for the 2011/12 school year.

**Financial Report:** The Business Manager, Mrs. Karla Colestock, presented a financial report for the three month period ending September 30, 2011 and responded to a Trustee question regarding actual expenditures for 2011/12.

## COMMENTS OR COMMUNICATIONS

President Snyder opened the comments and communications portion of the meeting and asked if there were any citizens who would like to speak to the Board. Mr. Hartridge explained guidelines the Board uses for this portion of the meeting.

Mr. Jon Jilek, 7923 Clydsdale Avenue, a parent, shared concern for Board decisions that have impacted District finances and classroom instruction. He urged Trustees to sit in on negotiations between the Administration and Portage Education Association.

Ms. Julia Bonhomme, 6725 Keystone, a District bus driver and Union Representative, thanked the Administration for hiring Mr. Mike Westbrook as the Transportation Manager. She also shared safety concerns regarding the use of District vans and drivers versus the use of a school bus driven by a certified employee.

Dr. Millie Taraszka, 410 Marylynn Court, a citizen, shared concern with computers versus teachers and District science courses.

Ms. Judi Santek, 7537 Autumn, a citizen, urged the Board and Administration to explain financial decision made earlier this year to clear confusion in the community.

President Snyder opened the floor to comments from fellow Board members.

Mr. Hartridge informed the audience that budgets were finalized on June 30 for the 11/12 year. He discussed the public discussion and feedback considered at open meetings prior to this approval amid a lack of clarity from the state. Mr. Hartridge noted his appreciation for the citizen comments.

Mr. Rathburn echoed the comments made regarding the thorough review and adjustments to District budgets shared by Mr. Hartridge. He encouraged citizens to attend the Central High School Performing Arts presentation of 12 Angry Men and Women scheduled to play in the new Multimedia Room starting on October 28. Mr. Rathburn also encouraged citizens to attend Thoroughly Modern Millie presented by the Northern High School Drama Department beginning on November 11.

Mrs. Willson thanked Mr. Jilek for his presentation and noted the Board welcomes him to engage with the Administration for further clarification about financial and instructional decisions. She thanked the Instructional Services Coordinator, Mrs. Sarah Baker, for grant raising efforts in conjunction with Red Ribbon Week. Mrs. Willson noted 2011 is the 25<sup>th</sup> anniversary of Red Ribbon Week and shared District activities planned to honor the occasion.

Mr. Van Antwerp offered thanks to all the District teachers for keeping their focus on the students and noted the next bargaining session between the PEA (Portage Education Association) and the Administration is scheduled for November 1.

President Snyder echoed Dr. Perry's Superintendent Report comments regarding 2011 being the last year for tax credit on foundation contributions. He reminded the audience that the Portage Education Foundation contributions are tax deductible (up to \$400 per family) and urged citizens to consult their tax advisors for details. President Snyder also informed the audience of the Policy Governance Retreat

planned for Wednesday, October 26, 2011, at 4 p.m. in the Instructional Services Conference Room that is open to the public.

Dr. Perry clarified instructional and Administrator salary concessions for Mr. Jilek and thanked Mr. Derek Jeter's Turn 2 Foundation for contributions the District received in conjunction with the Red Ribbon Week events.

President Snyder opened the floor to Board Committee reports.

Mr. Eddy reported on the first District Advisory Council meeting of 2011/12, held last week. He provided an update from the Facilities Committee regarding continuing work with Tower Pinkster and urged attendance at the November 9 Focus Group meeting at West Middle School's Little Theatre at 6:30 p.m. to recap all the Focus Group feedback.

Mr. Rathburn reported the Portage Athletic Foundation (PAF) donated \$35,000 to the District's middle schools and high schools athletic departments. Mr. Rathburn thanked the PAF Board members and acknowledged the three fundraising events: the golf outing in August, the "Steppin' Out" event in February, and the "Spirit Dinner" prior to the Central versus Northern High football game.

## **CONSENT AGENDA**

**President Snyder presented the following Consent Agenda items for approval by the Board of Education: The minutes of the September 12, 2011, Special and Committee of the Whole Work Session, September 26, 2011, Special and Regular Business Meetings, and October 10, 2011, Committee of the Whole Work Session; and Red Ribbon Week Proclamation.**

Mr. Van Antwerp read the Red Ribbon Week Proclamation.

**There being no objections, motion carried unanimously.**

## **REQUIRED APPROVAL ITEMS**

**Motion offered by Mrs. Willson, seconded by Mr. Eddy, that the Board of Education approve the appointment of the following new teachers: Ms. Meaghan Lum, Ms. Christy Rath, and Ms. Andrea Smith-Hoeksema, as presented.**

Dr. Perry noted these new teacher hires are adjustments made since the school year began. Mr. Tom Zahrt, Director of Human Resources, provided background information on new teachers.

**Motion carried unanimously.**

**Motion offered by Mr. Eddy, seconded by Mrs. Willson, that the Board of Education approve the agreement between Climax-Scotts Community Schools, Comstock Public Schools, Galesburg-Augusta Community Schools, Gull Lake Community Schools, Kalamazoo Public Schools, Parchment School District, Portage Public Schools, Schoolcraft Community Schools, and Vicksburg Community Schools that has established the Kalamazoo County Consortium / Education For Employment as outlined by Section 690(3) of the School Code of 1976 be extended to cover the time period beginning July 1, 2012, and extending to June 30, 2027, as presented.**

Dr. Perry shared historical background information on the EFE program, length of the contract and benefits to District students.

**Motion carried unanimously.**

**Motion offered by Mr. Rathburn, seconded by Mr. Hartridge, the Board of Education adopt the resolution to declare themselves the policyholder and provider of health care services benefits as defined in the State Aid Act Section 22f(1)(b). The health care services benefits include any and all MESSA (Michigan Education Special Services Association) group welfare benefits programs, as presented.**

Dr. Perry noted this resolution is a requirement in order to qualify for the State School Aid Act \$100 per pupil allocation for the 2011/12 school year.

**Upon a roll call vote, all Trustees present voted in favor of the motion.**

**Motion offered by Mr. Rathburn, seconded by Mr. Howe, that the Board of Education adopt the resolution which certifies the District's compliance with the requirements to obtain the Financial Best Practices funding under State Aid Act Section 22f, as presented.**

Dr. Perry noted, similarly to the previous resolution, this is also a requirement in order to qualify for the State School Aid Act \$100 per pupil allocation for the 2011/12 school year. Mrs. Colestock shared detailed information on this resolution and responded to Trustee questions regarding submitting the resolution, how the funds will be distributed and noted this is a one-time distribution.

**Upon a roll call vote, all Trustees present voted in favor of the motion.**

#### **APPROVAL ITEM**

**Motion offered by Mr. Van Antwerp, seconded by Mr. Rathburn, that the Board of Education approve the approve the Petition For Fact Finding, as presented.**

Dr. Perry provided background information on this motion adding this action validates that the Administration concurs with the Portage Education Association's recommendation. President Snyder noted this is a step in the right direction to help this process move forward.

**Motion carried unanimously.**

#### **CLOSED SESSION**

**Motion offered by Mrs. Willson, seconded by Mr. Hartridge, that the Board of Education move into closed session for the purpose of discussing periodic personnel evaluations [Section 8 (a) of the Open Meetings Act].**

**Upon a roll call vote, all Trustees present voted in favor of the motion.**

The Board moved into closed session at 7:55 p.m.

The Board returned to open session and recessed at 8:49 p.m.

There being no further business to come before the Board, the meeting was adjourned at 8:50 p.m.

Respectfully submitted,

Edna Kent  
Recording Secretary

**CONTRACT EXTENSION FOR  
KALAMAZOO COUNTY CONSORTIUM  
EDUCATION FOR EMPLOYMENT**

**School District of Portage, Michigan.**

A regular meeting of the Board of Education of the district was held in the Community Room of the Administration Building, 8111 S. Westnedge, Portage, in the district, on the 24th day of October, 2011 at 6:30 o'clock PM.

The meeting was called to order by Mr. Snyder, President.

MEMBERS PRESENT: Tom Eddy, Ted Hartridge, Geoff Howe (arrived at 7:35 p.m.),

Rusty Rathburn, Bo Snyder, Randy Van Antwerp and Joanne Willson

MEMBERS ABSENT: None

It was moved by Mr. Eddy, and seconded by Mrs. Willson, that the agreement between Climax-Scotts Community Schools, Comstock Public Schools, Galesburg-Augusta Community Schools, Gull Lake Community Schools, Kalamazoo Public Schools, Parchment School District, Portage Public Schools, Schoolcraft Community Schools, and Vicksburg Community Schools that has established the Kalamazoo County Consortium /Education for Employment as outlined by Section 690(3) of the School Code of 1976 be extended to cover the time period beginning July 1, 2012 and extending to June 30, 2027.

**KALAMAZOO COUNTY CONSORTIUM  
EDUCATION FOR EMPLOYMENT  
CONTRACT**

In accordance with section 690(3) of the school code of 1976, the constituent districts of Kalamazoo County formed the Eastern and Southern Kalamazoo Valley Vocational-Technical Education Consortium. The agreement (filed with the state) was entered into on the 10<sup>th</sup> day of November 1986 by Climax-Scotts Community School, Comstock Public Schools, Galesburg-Augusta Community Schools, Gull Lake Community Schools, Kalamazoo Public Schools, Parchment School District, Portage Public Schools, Schoolcraft Community Schools and Vicksburg Community Schools. The agreement was in full force and effect until June 1997. A renewal agreement was entered into on the 25<sup>th</sup> day of May 1995 between the constituent districts as an extension of the contract entered into on November 1986. The renewal agreement, filed with the state, is in full force and effect until June 30, 2012.

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Climax-Scotts Community Schools, Comstock Public Schools, Galesburg-Augusta Community Schools, Gull Lake Community Schools, Kalamazoo Public Schools, Parchment School District, Portage Public Schools, Schoolcraft Community Schools, and Vicksburg Community Schools is a renewal of the original 1986 contract entered into on July 1, 2012 through June 30, 2027.

1. It is the purpose of the intent of this Agreement to set forth certain terms and conditions to establish an area career and technical education program for students of Climax-Scotts Community Schools, Comstock Public Schools, Galesburg-Augusta Community Schools, Gull Lake Community Schools, Kalamazoo Public Schools, Parchment School District, Portage Public Schools, Schoolcraft Community Schools, and Vicksburg Community Schools as authorized by Section 690 (3) of the School Code of 1976.
2. This Contract shall be in full force and effect as was approved by resolution of the Kalamazoo Regional Educational Service Agency Board of Education and area designation was granted by the State Board of Education for an area career and technical education program.
3. The original Contract has become a part of that resolution adopted by each constituent school district authorizing execution of same.
4. The parties hereby establish an area career and technical education program Executive Committee composed of the superintendents of each participating district.

The Executive Committee may establish bylaws with reference to operating procedures. The Executive Committee's responsibilities are:

- a) Make recommendations to the fiscal agency and operating agencies with

reference to budget.

- b) Approve the budget for program administration.
  - c) Make recommendations to the fiscal agency and operating agencies with reference to establishing rules and regulations as they apply to the consortium career and technical education programs.
  - d) Approve recommendations for capital improvements and equipment.
  - e) Any other matters set forth herein.
  - f) Additional matters agreed to by the parties.
5. The consortium membership, the constituent districts, may contract with Kalamazoo Regional Educational Service Agency (Kalamazoo RESA) or Kalamazoo Valley Community College (KVCC) to provide programs, facilities or services. Kalamazoo RESA shall be the fiscal agent for all career and technical education programs identified to be operated in the consortium herein established and shall contract with those consortium districts, non-consortium districts, and/or private business and industry that operate consortium secondary area career and technical education programs. As fiscal agent, Kalamazoo RESA shall have the responsibility to collect and disperse monies for the operation of secondary area career and technical education programs.

In managing the area career and technical education programs, the Executive Committee shall appoint an Executive Director, to be hired by Kalamazoo RESA, whose responsibilities are:

- a) Establish budget for program administration.
- b) Make recommendations for capital improvements and equipment.
- c) Implement budget and programs.
- d) Arrange for necessary supplies and equipment.
- e) Establish the duties, responsibilities, and role of the program career and technical advisory committees.
- f) Be available for consultation regarding program personnel selection.
- g) Implement rules and regulations for area career and technical education programs.
- h) Compliance with all state and federal guidelines.



6. The parties also agree that each consortium district, operating Consortium-approved career and technical programs, shall be responsible for:
  - a) Hiring of teaching personnel.
  - b) Providing utilities and custodial services.
  - c) Maintaining and improving facilities.
  - d) Recording daily attendance.
  - e) Keeping records on student achievement.
  - f) Providing student policies and discipline.
  - g) Requesting and dispersing supplies.
7. All students will be subject to the policy and rules and regulations of the operating district during the time they are in attendance at area career and technical education programs. The building principal of an operating district shall have the authority to suspend any student in attendance at the operating district's career and technical education program. The reasons for and the procedure to be followed for the suspension of a student from the program shall be the same as those used for all the students enrolled in the same operating district.
8. Each school district shall be assigned a number of student positions mutually agreed upon by the Executive Committee for each program equal to the proportion that each school's grade 11-12 enrollment has to the total grade 11-12 enrollment of the participating schools. The students of the schools forming this consortium will receive preference for enrollment over any non-consortium students. If there are unassigned student positions, all non-consortium school districts have an opportunity to fill the position on a first come, first serve basis.

Once the minimum number of openings per program has been determined by the Executive Committee, no program will be established below the minimum unless a unanimous decision by the districts choosing to participate in the program agree to be responsible for the cost of providing the program. A minimum number of students per program shall be established by the third week of April in the year prior to offering the program. By the first week of May, the Executive Committee will establish the scope of consortium operations for the subsequent school year, make recommendations to the fiscal agency and operating agencies, and approve the budget. Following this determination, each district will be financially responsible for its share of program cost as outlined in 9L of this agreement. After the scope of consortium operation has been established and a district enrolls fewer students than the total number of assigned positions in consortium programs, the district will not be financially responsible for any unfilled position(s) if another district has enrolled students to fill such vacant position(s).

9. The cost of operating the consortium will include but is not limited to:
- a) Instructional staff salaries and fringes.
  - b) Administrative salaries and fringes.
  - c) Placement and career and technical education guidance salaries and fringes.
  - d) Special needs support staff salaries and fringes.
  - e) Instructional supplies.
  - f) Instructional equipment, amortization, maintenance, and lease.
  - g) Staff in-service.
  - h) Textbooks, supplies, and equipment.
  - i) Staff travel and expenses.
  - j) Class-related transportation.
  - k) Office expenses.
  - l) Other district career and technical education costs:
    - i) The net costs are to be determined by subtracting all categorical funds from state, federal, and/or other special reimbursement for the area programs from the total cost of operating the consortium programs.
    - ii) A cost per student hour shall be the base for determining each district cost.
    - iii) Each district shall be credited for expenditures made for consortium career and technical education programs.
10. The costs incurred for capital improvement and equipment shall be computed as follows:
- a) The LEA Board of Education will be the authority to approve expenditures for capital improvement.
  - b) Equipment purchased from consortium funds shall be the property of the consortium and may be transferred to another consortium program if it is not being utilized or the program ceases to operate at the original site. When equipment is no longer needed a consortium district may purchase the equipment at its depreciated value and each district credited for its

proportional share of ownership.

- c) An amortization schedule for equipment will be used for developing capital improvement line item expenditures.
- d) Equipment owned by the district prior to this agreement will remain the property of the district.

11. Each district's financial obligation for operations shall be handled in the following manner:

- a) Cost per student as determined in number 8 (adjusted in Fall and Spring) multiplied by the number of student hours for each district (adjusted in Fall and Spring) will be the commitment for that district.
- b) Billings and payments to each district will be made at 90 percent of budget in the Spring of the current fiscal year. The final 10 percent will be billed and distributed after final expenditures are reconciled at Kalamazoo RESA in November of the following fiscal year.

12. The provisions of this Contract may be added to, amended or modified upon the express written approval of all parties to this Contract. Any modification to this Contract shall be filed with the State Superintendent of Public Instruction.

13. 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, 2027. Should a majority of the parties to this agreement wish to terminate participation in this agreement, notice shall be rendered to the other parties. After notification, a one (1) year period of participation in and operation of the programs shall be continued to allow for an orderly transition both in the area programs and the home school. 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.

14. Application of Law, Rules, Regulations:

- a) This Contract and all policies, rules, and regulations adopted by the operating agent(s) to govern the operation of the program shall comply with the laws of the State of Michigan and with the rules and regulations of the State Board of Education.
- b) Any provisions of this Contract in conflict therewith shall be null and void and the remainder of this Contract shall be binding upon the parties.

The KCC/EFE contract was approved by the Boards of Education as follows:

Climax-Scotts Community Schools  
Comstock Public Schools  
Galesburg-Augusta Community Schools  
Gull Lake Community Schools  
Parchment Community Schools  
Schoolcraft Community Schools  
Vicksburg Community Schools  
Kalamazoo Public Schools  
Portage Public Schools  
Kalamazoo Valley Community College  
Kalamazoo Regional Educational Service Agency

SIGNATURE PAGE

*Climax-Scotts Community Schools*

Date: \_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

*Comstock Public Schools*

Date: \_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

*Galesburg-Augusta Community Schools*

Date: \_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

*Gull Lake Community Schools*

Date: \_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

*Kalamazoo Public Schools*

Date: \_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

*Parchment School District*


Date: \_\_\_\_\_

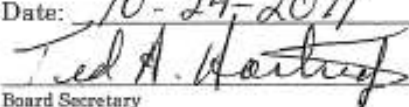
\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

*Portage Public Schools*

Date: 10-24-2011

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Board Secretary

*Schoolcraft Community Schools*

Date: \_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

*Vicksburg Community Schools*

Date: \_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

PORTAGE PUBLIC SCHOOLS  
COUNTY OF KALAMAZOO, STATE OF MICHIGAN

POLICYHOLDER OF HEALTH CARE SERVICES BENEFITS  
SCHOOL BOARD RESOLUTION

Minutes of a regular meeting of the Board of Education of the Portage Public Schools, County of Kalamazoo, State of Michigan, held on the 24th day of October, 2011, at 6:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Tom Eddy, Ted Hartridge, Geoff Howe (arrived at 7:35 p.m.), Rusty Rathburn, Bo Snyder, Randy Van Antwerp and Joanne Willson

ABSENT: Members None

The following preamble and resolution were offered by Member Mr. Rathburn and seconded by Member Mr. Hartridge:

WHEREAS, Section 15(3)(a) of the Public Employment Relations Act ("PERA"), states a "public school employer" is given the exclusive authority to determine who is or will be the policyholder of an employee group insurance benefit.

WHEREAS, Section 15(4) of PERA likewise indicates that all matters, including the designation of "policyholder" status, which are regarded as prohibited subjects under Section 15 of PERA are "with the sole authority of the public school employer to decide."

Now, therefore, be it resolved as follows:

1. The Board of Education of Portage Public Schools declares and designates itself as the policyholder and provider of health care services benefits as defined in Section 22f(1)(b) of the State School Aid Act, MCL 388.1622f(1)(b).
2. The Board of Education of Portage 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 as needed.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Resolved this 24th day of October, 2011.

AYES: Members Tom Eddy, Ted Hartridge, Geoff Howe (arrived at 7:35 p.m.), Rusty Rathburn, Bo Snyder, Randy Van Antwerp and Joanne Willson

NAYS: Members None

Resolution declared adopted.

A handwritten signature in cursive script, reading "Ted A. Harting", written over a horizontal line.

Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Portage Public Schools, County of Kalamazoo, State of Michigan, at a regular meeting held on October 24, 2011, 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 Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

A handwritten signature in cursive script, reading "Ted A. Harting", written over a horizontal line.  
Secretary, Board of Education

## **EMPLOYER PARTICIPATION AGREEMENT FOR MESSA GROUP WELFARE BENEFIT PROGRAMS**

The undersigned employer ("Employer") enters into this Agreement in order to purchase group welfare benefits for its employees from Michigan Education Special Services Association ("MESSA"). MESSA administers such group welfare benefits programs for policies underwritten by certain underwriters.

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

A. MESSA AS ADMINISTRATOR – MESSA is authorized to perform administrative services on behalf of the underwriters, including, but not limited to the following:

1. Approval of an employer's request to purchase group welfare benefits;
2. Billing and collection of premiums for the cost of MESSA Programs from participating employers;
3. Maintenance of eligibility records and other records pertinent to MESSA Programs.

B. EMPLOYER AS POLICYHOLDER – The Employer shall be policyholder of the MESSA group welfare benefit programs that it provides to its employees. MESSA and the Employer understand that as policyholder:

1. Employer may request, in writing, that MESSA implement coverage changes from among any and all MESSA group welfare benefit programs and that MESSA as carrier and a licensed Third Party Administrator (TPA) of the benefit programs will effectuate the requested changes consistent with its current procedures for enrollment and benefit implementation;
2. Employer is aware that MESSA and its underwriters will adjudicate all claims and eligibility disputes and appeals as the health carrier and TPA for the Employer, consistent with the requirements of the Patient's Right To Independent Review Act and the Patient Protection and Affordable Care Act; and
3. Employer shall receive annual and, upon request, at more frequent and reasonable intervals, claims data used in premium rate development for the MESSA group welfare benefit programs that it provides to its employees. Groups of less than 100 members will receive claims data for the MESSA statewide pool of all groups of less than 100 members. Claims data will not include protected health information as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. The claims data will include all information



required to be provided to a policyholder as set forth in the Public Employees Health Benefit Act and the Revised School Code, where applicable.

C. ACCESS TO EMPLOYER RECORDS – The Employer grants to MESSA, for MESSA and on behalf of its underwriters, the right to inspect, with reasonable advance written notice, such payroll lists and the Employer’s employee records having a bearing on the premium rates, individual employee benefit levels and compliance with participation levels of the Employer participating in MESSA Programs covered by this Participation Agreement. Any disclosure shall not include protected health information, unless disclosure is in compliance with applicable rules and regulations of the Health Insurance Portability and Accountability Act.

D. NOTICE OF COVERAGE CHANGES – For the duration of this Agreement, the Employer will inform MESSA, in writing, of:

1. The MESSA Programs in which it seeks to participate;
2. The employee groups (“Employee Classes Covered”) to which such MESSA Programs are to apply;
3. Any and all changes in MESSA Programs in which it seeks to participate, the Employee Classes Covered, or both.

Such written notices shall be incorporated as though fully contained in this Agreement.

MESSA has adopted and provides in connection with any request for enrollment and benefit implementation, procedures for enrollment and benefit implementation. The Employer understands that adherence to such procedures is required to effectuate coverage changes described in this Paragraph C.

E. UNDERWRITING AND ADMINISTRATIVE REQUIREMENTS – The Employer understands and agrees that the MESSA Programs are subject to the following underwriting and administrative requirements:

1. MESSA Programs are subject to minimum participation levels established by the applicable plan underwriter. Participation levels are determined based on the Employee Class Covered and are expressed as the percentage derived when the number of plan participants is divided by the total number of employees within an applicable Employee Class Covered. Participation levels (percentage) must be maintained at all times for coverage to be effective. If MESSA determines that coverage cannot be continued due to inadequate participation, it may terminate this Agreement under the procedures set forth in Paragraph G of this Agreement.

2. The Employer is obligated to pay to MESSA premium amounts pursuant to invoices issued by MESSA. Invoices are issued monthly and are based on annual plan rates provided to the Employer and employee enrollment. If the Employer informs MESSA of a perceived error or omission in an invoice, MESSA will promptly investigate and if appropriate will make the necessary adjustments on the next invoice following the completion of the investigation.
3. Before coverage commences, the Employer will submit the required enrollment form, provided by MESSA, for each eligible employee enrolling in MESSA Programs.
4. MESSA will administer the coverage requested in accordance with the employee data furnished by the Employer and on file at the MESSA office. Coverage providing employee salary related benefits will be administered on the basis of the most recent salary data on file at the MESSA office. Changes in employee data having a bearing on any coverage will be furnished to MESSA by the Employer within 30 days following the date that the change becomes known to the Employer.
5. In the event the Employer requests a change to any MESSA Program or if there is a re-designation of the Employee Classes Covered, premium rates may be changed, upon written notice to the Employer, as of any premium due date.

F. LATE FEES – If Employer fails to make a premium payment within thirty (30) days following the day it is due, Employer agrees to pay a late fee equal to one-half of one percent (1/2 %) per month on the unpaid amount of the premium, starting on the initial premium due date and continuing until the premium is paid in full. Any payment received will be applied first to payment of the late fee, and then to the payment of the premium amount for the oldest invoice amount due.

G. TERMINATION OF GROUP COVERAGE BY EMPLOYER – The Employer reserves the right to terminate any or all MESSA Programs for any or all Employee Classes Covered. Employer agrees that it shall pay any premiums due and owing, subject to any claimed set-offs or adjustments, before this Agreement is terminated. Employer agrees further that any termination of MESSA Programs will be effective:

1. By the end of the current month where the Employer provides written notice on or before the 15<sup>th</sup> of the current month. For example, and without altering the terms of this Agreement: If the appropriate form is received by MESSA on June 10<sup>th</sup> requesting the cancellation of all benefits for an entire group, the effective date of the cancellation would be June 30<sup>th</sup>, or
2. By the end of the next month where the Employer provides written notice after the 15<sup>th</sup> of the current month. For example, and without altering the

terms of this Agreement: If the appropriate form is received by MESSA on June 21<sup>st</sup>, requesting the cancellation of all benefits for an entire group, the effective date of the cancellation would be July 31<sup>st</sup>.

H. TERMINATION OF AGREEMENT – MESSA reserves the right to terminate this Agreement on any date following thirty (30) days written notice to the Employer. The Employer may terminate this Agreement on any date following thirty (30) days written notice to MESSA subject to any and all other provisions of this Agreement.

I. EFFECTIVE DATE OF COVERAGE – The MESSA Program requested will commence as of the requested effective date and then only if this Agreement has been signed by the Employer and MESSA, and when MESSA has received all information necessary for enrollment of the Employee Classes Covered as more fully described in MESSA policies and procedures for enrollment and benefit implementation provided to the Employer in connection with any request for enrollment and benefit implementation.

J. PRIOR AGREEMENTS – This Agreement supersedes and replaces any previous agreement between the parties with respect to MESSA Programs for any and all of the Employee Classes Covered.

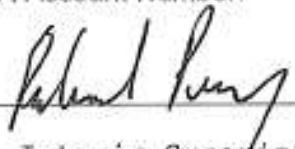
K. AGREEMENT EFFECTIVE DATE – This Agreement shall be effective as of the later of the date of execution by the Employer or MESSA and shall remain in effect until terminated as provided in this Agreement.

Employer:

MICHIGAN EDUCATION SPECIAL  
SERVICES ASSOCIATION

MESSA Account Number:

By: \_\_\_\_\_  
Title: General Counsel

By:  \_\_\_\_\_

Title: Interim Superintendent

Date: October 24, 2011

PORTAGE PUBLIC SCHOOLS  
COUNTY OF KALAMAZOO, STATE OF MICHIGAN

BEST PRACTICES INCENTIVE  
SCHOOL BOARD RESOLUTION

Minutes of a regular meeting of the Board of Education of the Portage Public Schools, County of Kalamazoo, State of Michigan, held on the 24th day of October, 2011, at 6:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members Tom Eddy, Ted Hartridge, Geoff Howe (arrived at 7:35 p.m.)

Rusty Rathburn, Bo Snyder, Randy Van Antwerp and Joanne Willson

ABSENT: Members None

The following preamble and resolution were offered by Member Mr. Rathburn and seconded by Member Mr. Howe.

WHEREAS, Section 22f of the State School Aid Act provides \$100 per pupil one-time grants to districts that satisfy at least 4 of 5 best practices criteria not later than June 1, 2012 [MCL 388.1622f].

WHEREAS, the Board of Education of Portage Public Schools desires to receive the \$100 per pupil incentive payment.

WHEREAS, the Portage Public Schools has satisfied at least 4 of 5 best practices criteria.

WHEREAS, eligibility for the incentive payment is contingent upon adopting a resolution that states the district has complied with at least 4 of 5 of the best practice criteria.

Now, therefore, be it resolved as follows:

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

- The District is the designated policy holder for medical benefit plan(s) pursuant to Section 22f(1)(b).
- The District will develop and/or continue to implement a Service Consolidation Plan pursuant to Section 22f(1)(c). A copy of the school board signed resolution on January 25, 2010 agreeing to develop a service consolidation plan was sent to MDE. We agree to send MDE a status report on the development/implementation of the plan by February 1st each year.
- The District has obtained a competitive bid on non-instructional services pursuant to Section 22f(1)(d).
- The District will provide a link on the district's home page to the url for the MI School Data 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.

2. The Board of Education of Portage 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 24th day of October, 2011.

AYES: Members Tom Eddy, Ted Hartridge, Geoff Howe, Rusty Rathburn,  
Bo Snyder, Randy Van Antwerp and Joanne Willson

NAYS: Members None

Roll Call Vote: Passed:  Failed:

Resolution declared adopted.

  
Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Portage Public Schools, County of Kalamazoo, State of Michigan, at a regular meeting held on October 24, 2011, 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 Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
Secretary