

Regular Meeting OF THE BOARD OF EDUCATION Thursday, January 15, 2015 8:30 AM

Helen L. Hamler Administration Building, Stanton, MI

AGENDA

I. Roll Call of the Board of Education	
II. Recognition of Visitors	
1. Rachel Sneller, Special Education Supervisor	
III. Public Participation	
IV. Approval of the Agenda	
V. Correspondence	
VI. Administrative Reports/Comments/Information Items	
1. General Education Report – Michelle Goodwin	2
2. Career Technical Education Report – Celena Mills	
a. Staff lay-offs	
3. Special Education Report – Katie Flynn	4
4. Superintendent's Report – Dr. Scott Koenigsknecht	19
VII. Consent Agenda	
1. Approval of Regular Meeting Minutes held December 16, 2014	67
VIII. Approve/Disapprove Invoices for Payment	71
IX. Approve/Disapprove Personnel Changes as Presented by Superintendent	
1. Kaitlyn May, Interpreter, Resignation effective January 10, 2015	
X. Approve/Disapprove Staff Lay-offs of half-time CTE Early Childhood Instructor; half-time CTE Business Instructor; and part-time CTE Math Instructor, effective at the conclusion of the 2014-2015 School Year	
XI. Approve/Disapprove Letter of Commitment from MAISD to AdvanceED MI	
XII. Information and Discussion Items for Future Meetings	
XIII. Adjournment	



General Education/Instruction UpdateJanuary 2015

- ✓ Welcome to 2015! Happy New Year!
- The Michigan Department of Education (MDE) recently announced that starting in the spring of 2016, the Scholastic Assessment Test (SAT) will replace the American College Test (ACT) as the state's main 11th grade assessment. Work Keys, an assessment from ACT would still be used for 11th grade state testing and content areas not covered by SAT would still be tested through assessments created by MDE. Federal law requires public schools in the United States to test students once a year in grades 3-8 and once in high school on reading and mathematics. State law in Michigan requires that MDE use a college-readiness assessment. It appears that reactions from schools in our area is mixed about the change. MDE reported that the bid for SAT ensures a cost savings for the state and was a better overall proposal than others they received. The state contract with SAT includes practice assessments for students and training for teachers.
- ✓ During the week of January 11, 2015 MDE and a group of educators will consider proposals submitted by companies bidding for the contract for 3rd- 8th grade assessments. We expect an announcement on the winning proposal will be made public by the end of January.
- ✓ Mark your calendar! Principals, superintendents, and teacher leaders are invited to attend the very first Reading Now Network Symposium on March 11 at Kent ISD from 10:00 a.m. 2:00 p.m. Representatives from the 5 research study schools will talk about the research findings including how the 6 findings are manifested in their schools. There will be an opportunity to ask questions of the schools and dig into the intricate workings of these successful schools. More information will be forth coming from the Region 3 leadership.
- ✓ Be on the lookout for more information in the coming weeks about a new opportunity for **middle school girls**! MAISD/ICISD, in partnership with Central Michigan University, will offer a **2-day STEM camp** at Camp Tuhsmeheta in Greenville. The camp is scheduled for February 28 − March 1, 2015. Sessions will include, but are not limited to: astronomy, chemistry, robotics, earth science, computer science, and geocaching. For more information, please contact Deb Wagner at <u>dawagner@ioniaisd.org</u>
- ✓ Don't wait until May! Teaching staff in Ionia and Montcalm Counties are reminded that our general education department can answer questions about certification renewal including the use of SCECHs and DPPD for renewal purposes. Please feel free to email either Michelle Goodwin at mgoodwin@maisd.com or Julie Milewski at jamilewski@ioniaisd.org for assistance. If your certificate expires this coming June, it is best to be collecting evidence of your credits and hours now don't delay!

- ✓ In other **RNN** news, the network and its work, including the unprecedented pledge from Region 3 schools to work together on reading issues has **caught the attention of MDE**. On January 14, representatives from the RNN will meet with MDE to share our research findings and explain what the network is all about. Word is that the RNN has also **caught the interest of Governor Snyder**. **Steelcase Industries** is potentially interested in being a partner in some capacity. Please watch this monthly update for the exciting interest this Region 3 collaboration is generating!
- ✓ Both Montcalm Area ISD and Ionia County ISD continue their journeys through the **AdvancED** accreditation process. Each ISD has embarked on the well-known process as a validation of their strategic planning actions. At the end of the cycle, each will have undergone a thorough review and revision of their goals complete with stakeholder input. To provide input on the services provided to schools, parents, students, and teachers, please feel free to contact the superintendent at the respective ISD. Your input is greatly valued!
- The M-STEP Spring 2015 Preview is now available for Michigan students and teachers. The preview is intended to provide students and teachers with a brief look at the technology-enhanced item types they are likely to see for English language arts (ELA) and mathematics. Students will also have an opportunity to use the navigation tools and features of the online delivery engine. Students and teachers may log into the Spring 2015 Preview as often as they like. Please note: The Spring 2015 Preview is just that, a preview of the item types and system tools. It does not represent all standards for ELA and mathematics, nor all grade levels. A more complete M-STEP sample will be released in early 2015. The M-STEP Spring 2015 Preview must be used in Google Chrome. Copy and paste this link into Chrome https://wbte.drcedirect.com/Ml/portals/mi/ottl Click on the 2015 Preview Link, you will then need to click to sign on. Once on the sign in page, use the username and password displayed on the screen to log in.
 - The Office of Evaluation, Strategic Research and Accountability (OESRA) at MDE has released information on how student growth will be measured by the M-STEP. Using **Student Growth Percentiles**, student's learning over time will be compared to other students comparable prior test scores. Specifically, according to MDE, "Percentiles range from 0 to 99 and indicate how many scores in the comparison group are below that score. For example, a Student Growth Percentile (SGP) of 60 means the student's learning was greater than 60 percent of all students who took the same test and had comparable prior test scores. Student Growth Percentiles (SGPs) help students, parents, and educators determine if a student's learning is above, near, or below the average of their comparison group. It is not about how high or low the student's current score is but rather how much learning a student has shown since the prior test. Even students with very low test scores can demonstrate high levels of learning over time."
 - ✓ MDE's website also has a significant amount of information about the new state assessments, M-STEP. Go to http://www.michigan.gov/documents/mde/Assessment_Transition_FINAL_II-I3-I4-473989 7.pdf for the latest including the following:

The M-STEP will include our summative assessments designed to measure student growth effectively for today's students. English language arts and mathematics will be assessed in grades 3–8, science in grades 4 and 7, and social studies in grades 5 and 8. It also includes the Michigan Merit Examination in 11th grade which consists of the ACT Plus Writing, WorkKeys, and M-STEP summative in English language arts, mathematics, science, and social studies.

MDE's website also details the time needed for each test, the type of questions that will be used, as well as information on the type of devices that will work best for testing.



Our Purpose: MAISD Leading, Collaborating & Serving to create education without boundaries.

Our Promise: Exceptional leadership with unmatched service Our Goal: Catalyst for responsible learners, innovative schools & strong communities.

Special Education Board Report January 2015

Multi-Tiered Systems of Support MTSS

This month we began to share our MAISD plan created with the MIBLSi, Michigan's Intergrated Behavior and Learning Support Initiative, with our Special Education Coordinators, Curriculum Directors and Superintendents. Our next big step is having districts complete a readiness survey. We have composed this survey in Survey Monkey and will begin to deploy it to districts this month. Our Implementation Team will then use a rubric to complete the scoring then choose a district to partner with for next school year.

MTSS Data Collection Module in Ed Plan

Just before break, I attended the Elementary Principals meeting to review some data regarding their students with special needs as well as beginning a discussion about the implementation of a countywide data collection tool through Ed Plan. Ed Plan is our current data system that creates IEP paperwork. I have also been talking to Superintendents about this tool. On January 8th and February 18th, the Ed Plan staff will begin demonstrating the tool and we will work on plans for implementation in each local district for the Fall.



Serving the districts of Carson City Crystal • Central Montcalm • Greenville • Lakeview • Montabella • Threshold Academy • Tri County • Vestaburg

It is the policy of Montcalm Area Intermediate School District that no person on the basis of race, color, religion, national origin or ancestry, age, gender, height, weight, marital status, or disability shall be subjected to discrimination in any program, service, activity, or in employment for which it is responsible. Inquiries related to discrimination should be directed to the MAISD Superintendent at 621 New Street, PO Box 367, Stanton MI 48888 or phone at 989-831-5261.

THE SPECIAL EDITION



Special Education communication to Staff, Parents, and the Community

January 2015

Autism Internet Modules

OCALI partnered with a few national Autism groups to developed 45 multi-media modules in which SCECHs are available. Visit http://www.autisminternetmodules.org/ to create an account and access more information on the modules available and earning SCECHs.

Free Context Apps

Intel has three free middle school "Learning in Context" applications available for either chrome or Windows 8.1 devices: Reading Comprehension, Concept Mapping, and Populations Statistics. More information on these applications are available at: http://www.k12blueprint.com/apps.











Preparing Students for the 21st Century Classroom

Learning.com has three aligned solutions to prepare students and teachers for new standards and assessments. Visit the link below for a description about each new solution.

Internet Society for Technology in Education-Aligned Solutions

Tomorrow, is the first blank page of a 365 page book.
Write a good one.

~Brad Paisley

SPP 13 Part B Checklist

The checklist that will be used for this year's Spring data collection related to the secondary transition indicator can be found on page 7. The checklist will be programmed into the CIMS April 2015 electronic workbook

AT Tips Cast

<u>AT Tips Cast #139-The Nightmare Before Technology</u>: This episode features three song parodies from The Nightmare Before Christmas representing content for learners.

<u>In This Issue</u>

- Autism Internet Modules
- Free Apps
- 21st Century Learning
- SPP 13 Part B Checklist
- AT Tips Cast
- National Mentoring Month
- EdPlan Updates
- Meeting Dates
- Moodle classes
- Change and Enrollment Forms

National Mentoring Month

We wanted to thank some special people in our students lives this month, those who take the time to be mentors. National Mentoring Month was created in 2002. It helps raise awareness, recruit

individuals, and recruit businesses and organizations to be mentors and assist in having positive outcomes for our young people. At Montcalm Area Intermediate School District we have three adult transition programs available to students age 18-26; Project Search, MiCI at the MACC, and Hometown

Stanton. Each program has partnered with worksites to assist our students in the transition from young adults in school to young adults completing school and possible living on their own and having a job. Each business and organization assists our students in the job duties that fit his/her interest and ability the best, helping to increase their job skills, employability, and most

Kaylee & Sam

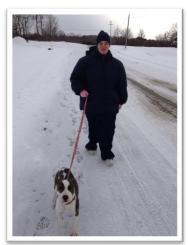
SAVE-A-LOT

importantly their self confidence. Without these mentors our students wouldn't be a successful as they are today.

Other organizations that serve at worksites for our students but are not pictured in this article are: Lakeview Leppink's and MACC tool crib.



Jake, Santana, Kaylee, Sarah, and Austin



Shelby





Sarah & Cameron



Chelsea



Merissa

National Mentoring Month Continued...

This year MAISD has teamed with Project search and Spectrum Health. Project Search is a one year school-to-work program that takes place at a workplace. Students participating in the business led program will spend one year at a workplace and rotate instruction, career exploration, and hands on training through worksite rotations. The students below are the students participating in our first year with Project Search.

Thank your mentor day will be on Thursday, January 15, 2015. Be sure to thank your mentor!



Paige-Sterile Processing



Drake-Supply Chain



Klesa-Environmental Services



Philip-Nutrition Services



Nick-Environmental Services



Quinn-Metron of Greenville







EdPlan Updates

EasylEP™ Updates: IEP, Early On

Release Date: December 18, 2014

A small set of updates to the EasyIEP and Early On modules were released on the evening of December 18.

IEP Process

Section 1— Demographic, Meeting and Parent Contact Info

This participants section is being updated in two areas, the first is to add the text "Parent(s)/Guardian(s) on the signature line for parents. See image below.

IEP MEETING	G PARTICIPANTS IN ATTENDANCE
Check the box ☐ indicating the IEP participant(s) who	can explain the instructional implications of evaluation results.
Student	☐ District Representative/Designee
Jim & Sarah Test, Parent(s)/Guardian(s)	Special Education Teacher
Representative section. See the image be	
PART	TICIPANTS IN AGREEMENT
Parent: _	
District Representative:	

If your EasyIEP site has the warning or error check turned on regarding the meeting purpose for a child aged 2.5-3 should be initial we have updated the logic to not display the warning or error if the child is having an IEP Amendment.

Section 3 — Secondary Transition Considerations

If the student is having an IEP Amendment and they are not amending section 3 no error checks will display when finalizing the IEP Amendment.

Section 5 — Supplementary Aids and Services

If the student is having an IEP Amendment and they are not amending section 5 no error checks will display when finalizing the IEP Amendment.

Section 7 — Special Education Programs and Services

If the student is having an IEP Amendment and they are not amending section 7 no error checks will display when finalizing the IEP Amendment.

EdPlan Updates Continued...

Notice for Provision of Services and Programs

This section has been updated to allow for specifying a different school where the student will receive the programs and/or services. You will now see this information in the figure below on the Notice page of the IEP Process, with a spot to override the school that is displayed. It will prefill from the student's school selection on the Personal Info page. If this field is updated to reflect a different school, the child's school will NOT be adjusted on the Personal Info page.

The Individuals with Disabilities Education Act (IDEA) mandates that the district provide written notice to the parent when the district proposes to initiate or change the educational placement of the student or the provision of a Free Appropriate Public Education (FAPE) to the student; or when they refuse to initiate or change the educational placement of the student or the provision of a FAPE to the student.

✓ You are receiving this notice because we are proposing to implement your student's initial Individualized Education

Program (IEP) with the IEP team meeting date of 01/18/2013. Parent consent is required for the initial provision of programs and services within 10 school days (see shaded box below to provide consent). Pending receipt of parent consent, the programs and services will begin on and will be located at Thomas Adams Elementary

.

Upon district signature (see Parent Consent box below), this notice and the student's IEP constitute the district's offer of a FAPE.

The IEP describes each evaluation procedure, assessment, record, or report used in this offer of a FAPE. In the course of the development of the IEP, other options (e.g., programs and services, supplementary aids and services) considered but not selected were:

We have also updated the text in the Notice section to print in the IEP Process, before this update this information only printed on the IEP document. Below are examples of how the section will appear if Initial, Annual/Reevaluation, or Amendment is selected as the Meeting Purpose of the IEP.

Initial

The Individuals with Disabilities Education Act (IDEA) mandates that the district provide written notice to the parent when the district proposes to initiate or change the educational placement of the student or the provision of a Free Appropriate Public Education (FAPE) to the student; or when they refuse to initiate or change the educational placement of the student or the provision of a FAPE to the student.

You are receiving this notice because we are proposing to implement your student's initial Individualized Education Program (IEP) with the IEP team meeting date of 12/01/2014. Parent consent is required for the initial provision of programs and services within 10 school days (see shaded box below to provide consent). Pending receipt of parent consent, the programs and services will begin on 12/03/2014 and will be located at Roland Warner Middle School

Upon district signature (see Parent Consent box below), this notice and the student's IEP constitute the district's offer of a FAPE.

The IEP describes each evaluation procedure, assessment, record, or report used in this offer of a FAPE. In the course of the development of the IEP, other options (e.g., programs and services, supplementary aids and services) considered but not selected were:

EdPlan Updates Continued...

Annual or Reevaluation

The Individuals with Disabilities Education Act (IDEA) mandates that the district provide written notice to the parent when the district proposes to initiate or change the educational placement of the student or the provision of a Free Appropriate Public Education (FAPE) to the student; or when they refuse to initiate or change the educational placement of the student or the provision of a FAPE to the student.

You are receiving this notice because we are offering the provision of a FAPE. The programs and services will begin on 12/03/2014 and will be located at Murphy Elementary. This proposal is the result of the Individualized Education Program (IEP) team meeting, dated 12/03/2014, that was convened for the purpose of: Annual/Review IEP

The IEP describes each evaluation procedure, assessment, record, or report used in this offer of a FAPE. In the course of the development of the IEP, other options (e.g., programs and services, supplementary aids and services) considered but not selected were:

Amendment

The Individuals with Disabilities Education Act (IDEA) mandates that the district provide written notice to the parent when the district proposes to initiate or change the educational placement of the student or the provision of a Free Appropriate Public Education (FAPE) to the student; or when they refuse to initiate or change the educational placement of the student or the provision of a FAPE to the student.

You are receiving this notice because we are offering the provision of a FAPE. This proposal is the result of the Individualized Education Program (IEP) Amendment, dated: 12/03/2014

The IEP describes each evaluation procedure, assessment, record, or report used in this offer of a FAPE. In the course of the development of the IEP, other options (e.g., programs and services, supplementary aids and services) considered but not selected were:

SPP 13 Checklist



Student name:

Compliance Checklist for Secondary Transition Date of IEP:

Review date:	Is the	Transition Section	on of the IEP Con	npliant? ☐ Yes ☐ No
The State Performance Plan (SPP) is a required element of the Individuals with Disabilities Education Improvement Act (IDEA) of 2004. States must provide data for specific performance indicators. SPP Indicator 13 deals with secondary transition and specifically requires data collection on: Percent of youth with IEPs aged 16 and above with an IEP that includes appropriate measurable postsecondary goals that are annually updated and based upon an age appropriate transition assessment, transition services, including courses of study, that will reasonably enable the student to meet those postsecondary goals, and annual IEP goals related to the student's transition services needs. There also must be documentation that the student was invited to the IEP Team meeting where transition services are to be discussed and documentation that, if appropriate, a representative of any participating agency was invited to the IEP Team meeting with the prior consent of the parent or student who has reached the age of majority.				
Requirement	Federal Compli	ance		
Is there evidence that the student was invited meeting where transition services were	discussed?	1.	□Yes	□ No
Is there evidence of prior consent of the pare has reached the age of majority, to invite	ent or student, who	2a.	☐ Yes	□ No
ildə i edəliləd tilə dəə ər ilidə i, tə i	; an agency.	2b. Consent was denied:		
			□ Yes	□ No
Is there evidence that, if appropriate, a repre participating agency [that is likely to be		3a.	☐ Yes	□ No
providing or paying for transition service to the IEP Team meeting?		3b. Explanation	on:	
Is there evidence that postsecondary goals vappropriate transition assessment(s)?	were based on age	4.	□Yes	□ No
		training*,	☐ Yes	□ No
		education*,	☐ Yes	□ No
		employment,	☐ Yes	□ No
		and where app	propriate, independ	dent living skills
			☐Yes ☐ N	No □ N/A
Does the IEP include appropriate measurable goals in the areas of training, education, where appropriate, independent living?	, employment and	5.	☐ Yes	□ No
Are the postsecondary goals updated annua	Illy?	6.	□ Yes	□ No
Does the IEP include transition services that enable the student to meet his or her pos	estsecondary goals?	7.	□ Yes	□ No
Does the IEP include courses of study that we the student to meet his or her postsecon	ndary goals?	8.	☐ Yes	□ No
Is (are) the annual IEP goal(s) related to the s services needs?	student's transition	9.	☐ Yes	□ No

Is there evidence that the student's preferences and interests were

considered?

□ No

☐ Yes

^{*}If postsecondary training and education goals are combined into one goal that meets the United States Department of Education, Office of Special Education Programs guidelines, mark yes for each. Please see the instructions for completing this document to determine whether training and education may be combined into one goal.

START Coaching Dates

This year's START Coaching Meetings will be:

January 28-Data Collection, PECS, Peer 2 Per, ADOS

February 24-Behavior Change Sequence, GAS Goals, Ed Strategies

March 25-If Needed

May 5th-If Needed





EdPlan WebEx Trainings

PCG is offering WebEx trainings is year. All sessions are Eastern Standard Time and are free! Click on the webinar links if you would like to listen to any of these trainings.

Medicaid

January 15, 2015-3:00 pm

February 17, 2015-3:30 pm

March 18, 2015-4:00 pm

April 16, 2015-3:00 pm

May 13, 2015-3:30 pm

May 28, 2015-4:00 pm

June 9, 2015-3:00 pm



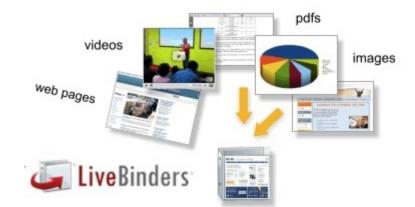
Public Focus, Proven Results. TM

Live Binders & Moodle Classes

Last year, the Teacher Consultants and the School Psychologists conducted a survey of special education teachers. This survey resulted in the creation of eight Livebinders and seven Moodle classes. Web addresses for the Livebinders are listed below:

The bit.ly link provides you with the topic of each Livebinder.

- http://bit.ly/consultationlivebinder
- http://bit.ly/pbislivebinder
- http://bit.ly/paraeducatorlivebinder
- http://bit.ly/UDLlivebinder
- http://bit.ly/mtsslivebinder
- http://bit.ly/accommodationslivebinder
- http://bit.ly/ASDlivebinder
- http://bit.ly/transitionlivebinder



If you are interested in taking one of the seven Moodle classes, please e-mail Elizabeth Buskirk to enroll in the class. Some classes has been certified for the receipt of SCECHs.

The Moodle classes are as follows:

- Multi Tiered System of Support-Response to Intervention
- Positive Behavior Interventions and Supports (5 SCECHs)
- · Accommodations and Modification
- Universal Design for Learning (27 SCECHs)
- Consultation-Understanding and Implementing Co-Teaching (6 SCECHs)
- Autism LINKS Program-basic
- · Para-educator Training



PAC Meeting Dates



PAC Meetings 2014 -2015

Time: 6 p.m. - 8 p.m.

Where: MAISD East View Room

621 New Street

Stanton, MI 48888

When:

October 20th, 2014

November 18th, 2014

December NO MEETING

January 20th, 2015

February 17th, 2015

March 17th, 2015

April 21st, 2015

May 13th — PAC Awards Ceremony



If you have any questions please contact: Leslie Bragdon at 616-225-4714

MAISD Special Education Coordinators

Carson City-Crystal Area Schools Leslie Bragdon

616-225-4714

Central Montcalm Public Schools Amy Meinhardt

989-831-2016

Greenville Public Schools Linda VanHouten

616-754-1996

Lakeview Community Schools Kyle Hamlin, Holly Poll, Deb Flynn

989-352-7221

Montabella Community Schools Rachel Sneller

616-894-2930

Tri County Area Schools Jodi Willard

231-937-4391

Vestaburg Community School Rachel Sneller

616-894-2930

2014-2015

Special Education Coordinator Meetings

Meetings are held on the 2nd Thursday of the month

from 8 a.m.—12 p.m.

at the Helen L. Hamler Administration Building in Stanton

September 11, 2014 October 9, 2014

Special Education Legal Updates with Jeff Butler

November 13, 2014

Special Education Data

January 8, 2015

MTSS

February 12, 2015

Section 504

March 12, 2015

April 9, 2015 May 14, 2015

Connecting Essential Elements to the Common Core



To the maximum extent appropriate, children with dis ABILITIES are educated with children who are nondisabled.

JOIN THIS PROFESSIONAL LEARNING COMMUNITY (PLC) AS WE ADDRESS THE CONNECTION BETWEEN THE COMMON CORE STATE STANDARDS AND THE ESSENTIAL ELEMENTS.

LAST YEAR THIS GROUP FOCUSED ON ANSWERING THE QUESTION, "WHAT DO WE WANT THE STUDENTS TO LEARN?" THIS YEAR, THE GROUP WILL FOCUS ON THE QUESTION, "HOW WILL WE KNOW THAT THEY HAVE LEARNED IT?"

TO ANSWER THIS QUESTION THE GROUP WILL:

*REVIEW A MONTLY LEARNING PLAN IDENTIFYING COMMON CORE STANDARDS TAUGHT EACH MONTH

*CREATE ASSESSMENTS FOR EACH ESSENTIAL ELEMENT

*CREATE ESSENTIAL ELEMENTS REPORT CARDS

All meetings held from 8:30am—3:30pm at the Seiter Education Center in Greenville

October 3, 2014	February 10, 2015
November 7, 2014 Elem/MS November 21, 2014 HS	March 12, 2015
December 5, 2014 MS/HS December 9, 2014 Elem	April 1, 2015
January 9, 2015	May 4, 2015

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT

Additions, Removals, Replacements, Transfers, Other Changes Special Education Provider Change Form

district. To be completed by Local Districts/ISD for additions, removals, transfers, location changes, replacements of special education providers in your

New Position□ Replacement □ Remove□ Left District□ Name Change□ Other □ First Name: Provider Last Name: First Name:
Indicate the provider who is being replaced (if appropriate): Last Name:
Building/s Assigned:
District/s Provider is Servicing: CCC 🗖 CMP 🔲 GRV 🔲 LKE 🔲
Full Time Part Time If Part Time Day's Per Week:
Work E-mail : or Personal Email:
(Email needed for PCG Random Moment Time Study)
Start Date:
End Date:(if known)
Person completing form:
After completing this form please fax to Sandy at 616-225-6173.

sk 01-31-2014

Request for Enrollment

Completing the Request for Student Enrollment (To be used when a student moves in to a district and will require placement in a program offered by the ISD)

- 1. Parent and child come to the local school to enroll.
- 2. The local school should obtain:
 - Birth Certificate
 - Immunizations
 - Proof of residence
 - Any other enrollment information
 - CA-60
 - Most recent Multidisciplinary Evaluation Team Report (MET) or Review of Existing Evaluation Data (REED)
 - Most recent Individualized Education Program (IEP)
- 3. District keeps copy of paperwork and sends copies with request for enrollment forms to the appropriate MAISD Supervisor.

MAISD Supervisors:

Derek Cooley, *MoCI, SCI, Seiter Principal* William J Seiter Educational Center Phone: 616.225.4724

Fax: 616.225.4725

Amy Wierzbicki, *EI, HI, Transition Plus* Central Montcalm Learning Center

Phone: 616.225.4826 Fax: 616.225.4827 Marty Combs, *Early Childhood*, *ASD* William J Seiter Educational Center

Phone: 616.225.4712 Fax: 616.225.4713

- 4. MAISD Program Administrative Assistant will:
 - a). If a student is already in EasyIEP
 - Local school contacts Sandy Miller-Keeler to transfer student to MAISD EasyIEP site.
 - MAISD teacher completes "Previous Enrollment".
 - b). If a student is not in EasyIEP:
 - MAISD Administrative Assistant adds student to MAISD EasyIEP site.
 - MAISD teacher completes "Temporary Placement".

Date:	Resident District:		
Principal's Signature:		_	
Student's Name:		DOB:	
Parent's Name:		Phone:	
Address:			

Montcalm Area Intermediate School District Board of Education

Superintendent's Report January 9, 2014

News from the Superintendent's Office

Live and Learn Books Update

We are currently in the process of updating our Live and Learn in Montcalm County books. This is a publication that we created a few years ago for Montcalm area realtors. The publication includes descriptions of each of our public schools, the ISD, and Montcalm Community College. It is a great tool for them to use with future home buyers with regard to the educational entities and opportunities that exist within our county. I'll be sure to share an updated copy with you when completed.

Discover Montcalm Magazine Marketing

We will be purchasing a one page ad in the Discover Montcalm magazine. This magazine is designed for tourists and newcomers to the county. The ad will feature the logos and contact information for the seven public school districts, the ISD and Montcalm Community College. The cost for the ad is \$1200. However if just one student is attracted to the county we will more than quintuple our investment. I will share the ad with you when completed.

Local Planning Team Meeting

I will be attending a meeting of the local planning team at the sheriff's department on Thursday, January 8, 2015. Will be discussing the grant funds available in projects needed for this grant cycle. I'll be curious as to how much is available as these monies have continued to shrink over the years.

Administrative Team Meeting

Our administrative team meeting for this month is scheduled for January 8, 2015. These monthly meetings of our administrative team are vitally important as it allows us to come together and report out and listen to the initiatives that are underway within our county. Over the years this has provided a great source of camaraderie for administrative staff.

Shannon Tripp Early College Radio Interview

On Tuesday, January 13, 2015, Shannon Tripp will be featured on 106.3 radio in Greenville. She will be discussing the Early College at MCC. If you recall last year we formed a relationship with the station that allows us to put someone on the air on the second Tuesday of each month. We started this relationship with us sharing information about the special education millage. Since then Pete Haines has appeared as well as Cari O'Connor, Dee Evans, Brenda, Al Cumings, Shelly Millis and last month Kevin Murphy was featured. This is another great opportunity to get the word out about education in general and the services we provide as an ISD.

Local Board Meeting Attendance in December, January and March

I have set up dates with local superintendents in December, January and March to visit local boards of education. Cari O'Connor will join me and we will highlight the work that she does with the 0-5 students in our region. I think the local boards will be surprised by some of the information that she will share. I think attending these meetings and maintaining a presence in the locals helps with building relationships. I have included a schedule below.

December 8 Tri County and Greenville
January 12 Lakeview and Vestaburg
March 16 Montabella and Carson City

March 18 Central Montcalm

Dental Center Expansion Meeting/Issues

On Friday, January 9, 2015, we will be meeting to have further discussions about the expansion at the dental center. The health department is in the process of securing private donations to fund the two operatory expansion. We will also spend some time after the meeting discussing issues regarding the heating and cooling and plumbing aspects of the dental center as they relate to the career center. I will keep you posted on any definite plans for expansion.

Career Showcase

Penny is working extremely hard on this year's Career Showcase. She was able to establish some contacts in Belding and we are hoping this will generate additional students from a previously untapped market. She has been spending a great deal of time meeting with individuals from that community. Penny puts a great deal of time and effort into this program, especially since Rich Moll is no longer technically a Greenville Schools employee. She should be commended for her personal and professional commitment to this program. This year, MCC has offered to assist in promoting the effort and will provide up to \$5,000 to support a post card mailing to students/parents at their home address. They also offered the in-kind services of their graphic designer to create the post card. Rob Spohr has been the primary contact through MCC.

Quarterly Board Goal Update

I am drafting the next Quarterly Board Goal Update and will have it to you for our January meeting. We have a great deal going on within the organization and I will report those items as they relate to the goals that we have. It is hard to believe the year is half over already!

Christmas Potluck

We held our annual Christmas Potluck on Friday, December 19, 2014. It was held here at the Hamler Building and began at noon. Everyone brought a dish to pass and I brought the turkey and ham. We invited the retirees as usual and a good time was had by all.

Kent ISD Virtual Education Meeting

On Friday, January 16, 2015, I will be meeting with Patrick Brown from Kent ISD. Mr. Brown is in charge of the virtual education programming that Kent ISD offers. He would like to meet with me to describe their program and see if there is any interest in our county. I'm not sure where this is heading as Greenville is launching their own virtual program and five other of our districts currently work with West Michigan Virtual. I will brief you when I learn more after the meeting.

December Superintendents' Retreat

Once again this year we set aside time to host a superintendents' retreat. The retreat this year was held on December 15 at Turk Lake. These retreats allow us to dive a little more deeply into specific topics that we would not otherwise have the time to do. Topics for this particular retreat included a countywide board goal, learning more about School Advance (an administrator evaluation tool), and creating a professional learning community around the findings from the Reading Now Network. The superintendents generated this list of topics at our meeting in October.

Michigan's State Systemic Improvement Plan Meeting

The Michigan Department of Education is in the process of developing a State Systemic Improvement Plan to align effort and increase support to districts. Extensive data and infrastructure review has been underway since the spring 2014 that has assisted us in determining a student-centered outcome focused on reading. I have been invited to be part of the next phase of this work. A group of stakeholders representing diverse perspectives is convened on Wednesday, December 17, 2014, to assist in determining root cause for performance of students in the area of reading. A process called "Structured Dialogic Design" (SDD) was utilized to ensure focused, authentic discussion that promotes consensus building and shared ownership.

Camelot Education Group Meeting

On Monday, January 12, 2015, I will be meeting with members from the Camelot Education Group as well as two citizens to discuss programming for children will autism. I've been asked to participate in the meeting by Roger Thelen. Camelot Education is a national company that specializes in therapeutic day treatment for children with autism. I think they are looking at ways to bring their services into the state of Michigan and need to get a grasp on how special education funding works and what types of services are provided by our intermediate school districts. I'm eager to speak with them and learn about their program. I will report to you my findings.

Career Center Board Goals

I asked Celena to schedule visits to other ISDs who run successful IT and Applied Advanced Manufacturing programs. We spent the day visiting programs in Ionia, Alma and Mt. Pleasant on December 8. Creating a program is a two year process at the state level so it is unlikely these would be offered next year but we must begin taking the necessary steps. She also has to assess the future of the three half time programs that we currently run. The CTE budget is in distress so there are a lot of difficult decisions to be made. Ron and Celena and I are meeting today to look at the budget. She has notified two part time staff members that we will not be running their programs next year- business and early childhood (hence the layoffs on the agenda). If we add a new program we would spend another \$300,000 into our fund balance leaving us with about a \$300,000 fund balance. The revenues for this budget continue to shrink and it is difficult to cut expenses fast enough. We will discuss our visits at the meeting next week. I'll keep you posted on this.

<u> Holiday Giving</u>

Our administrative team met and decided to forgo gift giving again this year and instead collected money to be used to purchase food baskets for some of our own employees who might be struggling. We worked through Brenda and had her identify individuals in need and then she worked with them to pick up their food baskets. This way the employee retained some anonymity. I want to provide you with numbers regarding the holiday baskets. 10 total baskets provided for a cost of \$274.15 (charged at Lakeview Leppinks and Blanchards in Crystal.) Baskets included: 10# potatoes (8# for Howard City folks), turkey or ham, 24oz frozen vegetables, and a frozen pie. Baskets were delivered on the following dates: December 18th Howard City; December 19th Vestaburg, Greenville; and December 20th, Crystal. I really feel our organization and this effort make a difference in our employees' lives!

ORS Meeting

On Thursday, January 29, 2015, I will attend a regular meeting of the Michigan Public School Employee Retirement System board. I continue to enjoy my service in chairmanship of this board.

United Way News

The Montcalm-Ionia United Way Campaign kicked off in September of 2014. We once again ran a campaign here. Penny Dora co-chaired the campaign this year. We had hoped to generate more funds this year than we did in years past but fell way short of that. We only had 17 employees donate \$2,808. Last year we had payroll deductions or one-time donations from 20 employees totaling \$3,979.

2015-2016 Budget Building

It is that time of year where we will begin planning for next year and begin the budget building process. I do not see any major purchases or expenses on the horizon. We will continue to spend prudently on the programs that we have. As the budget materializes, it will be shared with you as it has been in the past.

School Board Appreciation Month

January is School Board Appreciation Month. Penny has designed a nice article for the Daily News recognizing your service. I would like to personally thank you for your dedication to MAISD. Each of you has demonstrated a strong commitment to bettering our organization. As the superintendent of MAISD, I truly appreciate and recognize all that you do. Not all school boards operate as professionally and as smoothly as ours. Your dedication and commitment make my job much easier. Thank you for making this a great place to lead. I look forward to working with each of you in the years ahead!

MTSS for 2014-2015

We continue to work to develop an ISD wide comprehensive system dealing with a program entitled Multi-Tiered Systems of Support. This is being done in other ISDs across the state with significant positive results. It is a bit complex on its surface but is easier to understand when explained. It is a general education and special education partnership whereby children are provided Multi-Tiered Systems of Support in the classroom when they are struggling with the last system of support being special education programming. It requires general education teachers to implement and utilize interventions for struggling students with supports before just simply requesting special education evaluation. We hosted visitors from MDE at our leadership meeting on September 22, 2014 and formally agreed to launch the process of implementing this across the county. This is a two year process. I attended a portion of the team meetings on October 27 and November 5. I also attended on December 19. Thanks again to Holly Beachum for presenting at our December board meeting.

Advanced Ed Accreditation Evidence Collection

On November 6, a large group from across the organization gathered and completed a self-assessment based upon our survey results. I shared the results of the self-assessment with you

at our last meeting. Our steering committee meet on December 3 and began collecting data to demonstrate why we graded ourselves the way we did. The Seiter Center staff met on December 10 and went through their self-assessment exercise as well. On Wednesday, January 7, Celena, Katie, Michelle and I met and gathered evidence to submit. Also, you will see action on the agenda regarding approving a letter of commitment to the accreditation process. This is a formality. We have to have the data collection and letters of support completed by the time we go back to Lansing on January 30, 2015. We are streamlining this whole process with our current strategic plan so in essence the surveys will validate whether or not we are accomplishing our goals regarding the plan. This will be a great exercise for our organization to complete as we are wrapping up our current strategic plan and look to launch a revised one in a couple of years.

School Safety Panic Button Grant

On Friday, December 12, 2014, I took part in a conference call with Tim Scott, Dave Feldpausch, and a few others regarding a grant opportunity. The grant would provide funds for 600 licenses for an app on an individual's smart phone that would act as a panic button and serve as a direct link to 911. We have decided to apply for the grant and Deb Wagner is helping author it for us. The timeline is short and it seems to be a work in progress. The deadline for the grant is January 9, 2015. I will keep you updated.

Fall Policy Changes

I have completed the updates to our policy Manual that you approved this past November. I do this electronically through the VPN that connects back to Neola. Within a month or so the policies will be updated online and we will receive hard copies for our paper manuals.

Montcalm County Human Services Collaborative

On Wednesday, January 7, 2014, I attended the meeting of the Montcalm County Human Services Collaborative. We heard a presentation from Dave Bee regarding prosperity regions and planning developments in Montcalm County.

Special Education Administration Reimbursement/Direct Service

On Wednesday, October 29, 2014, I met with Pete Haines from Greenville schools to discuss the issue of equity in special education administration reimbursement. If you recall one of the area's that we discussed during the special education millage campaign was to provide special education administrative supports to local districts. We are currently providing those services to Vestaburg, Montabella, and Carson City. Pete is not interested in the services but in being reimbursed cash for a portion of his expenses. This may seem like a simple matter but it becomes very complicated very quickly because equity means different things to different people. We had a good conversation and I assured him he would see some form of reimbursement. Katie, Ron, and I met on Monday, November 10 and discussed what equity

looks like and how that impacts our other local districts as well as our special education budget. We have approached Lakeview and Central Montcalm about providing direct administrative services for them as well. Both seem interested. This is a great way to provide service, strengthen relationships and become more efficient and effective.

Jury Duty

My jury duty this month is slated for the week of the 12. I'll report my actual dates when they become clear.

Financial and Economic Impact Study

I mentioned earlier that I was chosen to chair the education committee of the Montcalm Area Human Services Collaborative. One of the goals that I established as chair of that committee is to undertake a study that looks at the financial and economic impact that our public schools and community college have on the Montcalm area community. In today's political world, often times public entities are seen as lesser than private entities when in fact in many cases they have just as much of an economic impact on the local economy. I've talked with Bob Ferrentino about this and he has agreed to help. I have purchased a set of data specific to Montcalm County and am starting to analyze much of the data that will be included in the study. When completed, I will certainly share it with you but also other entities such as the Montcalm Alliance, the Right Place, and our local politicians.

Right Place Signing

On Monday, January 12, 2015, I will be attending the official signing ceremony between the Montcalm Economic Alliance and The Right Place. I have briefed you over the past year or so regarding the changes in economic development within our county. With Franz's departure comes the advent of our relationship with The Right Place, an economic development group based in West Michigan. The Right Place has chosen to hire Kathy Jo VanderLaan as the economic development specialist for Montcalm County. Joining The Right Place is a great move and it seems nice to finally see Montcalm County get off the bench and get on the playing field of economic development. I'm sure great things will come.

Hair on Fire Copyright Issues

I've attached a letter that we received from a law firm on January 7, 2015. The letter of alleges copyright infringement in relation to our Hair On Fire initiative. To sum the letter up, Michelle and other Hair On Fire participants, over the years, have developed over 1600 curriculum standards. In developing these the standards, a set of documents from AAA (Align, Assess, and Achieve) was purchased used and properly cited. In each instance where the AAA documents were used. proper citation was listed citing the source. The attorney in the matter is arguing that simply citing the source and giving credit to the source is still infringing on the copyright. We have complied with their demands and taken down the website. Bob Kohljede, Michelle,

and I are meeting tomorrow with Lisa Swem from Thrun Law to further discuss the matter. I will keep you posted on the issue.



Samantha M. Quimby

Attorney at Law 614.559.7282 (t) 614.464.1737 (f) SQuimby@fbtlaw.com

January 7, 2015

VIA ELECTRONIC MAIL (jmilewski@ioniaisd.org)

Mr. John Milewski Admin Contact: hair-on-fire.org 2191 Harwood Road Ionia, MI 48846

VIA ELECTRONIC MAIL (mgoodwin@maisd.com)

Ms. Michelle Goodwin Project Director, Hair on Fire 621 New Street PO Box 367 Stanton, MI 48888

Re: Infringement of Align Assess Achieve, LLC's Intellectual Property

Dear Mr. Milewski and Ms. Goodwin:

We represent Align, Assess, Achieve, LLC ("AAA") with respect to trademark, copyright and internet matters. You are each receiving this letter because of your respective roles as either the administrative contact for Hair on Fire's website (hair-on-fire.org) or Project Director of Hair on Fire, an organization led by administrators from Ionia County Intermediate School District and Montcalm Area Intermediate School District (collectively "Hair on Fire").

AAA offers a variety of professional development materials and publications designed to meet the unique needs of teachers, administrators, schools and districts. As Hair on Fire is aware, among AAA's numerous offerings of materials is a series of books aimed at assisting educators in the implementation of the Common Core State Standards at the district, building, and classroom level. These books are available on a grade by grade basis, for both English Language Arts and Math, and contain clarifying materials on the Common Core State Standards – clarifying materials that are research based and classroom tested (the "AAA Common Core Material"). AAA is the exclusive owner of all copyright, trademark and other intellectual property rights in and to the AAA Common Core Material and holds more than twenty (20) copyright registrations for the same (the "AAA Copyrighted Works"). To this end, AAA strictly

¹ We are in possession of an invoice showing the purchase of a number of these materials by Ms. Goodwin.

Mr. John Milewski Ms. Michelle Goodwin January 7, 2014 Page 2

prohibits anyone from attempting to reproduce, transmit, copy, or otherwise utilize the AAA Copyrighted Works without express prior written permission.

AAA recently became aware that Hair on Fire is offering its own Common Core "Standards Worksheets" that contain verbatim, material and substantial portions of the AAA Copyrighted Works. Hair on Fire is reproducing, publishing, transmitting, and displaying these Common Core "Standards Worksheets" on the website at hair-on-fire.org and, by our review and calculation, *number over 1600 documents/files*. Specifically, Hair on Fire has taken the "Suggested Learning Targets" sections of the AAA Copyrighted Works and repurposed as its own. We have highlighted an example of this unauthorized activity and attached that for your convenience.

There is no question but that these materials are substantially similar to the copyright-protected works of AAA, and that Hair on Fire had access to the AAA Copyrighted Works. Furthermore, AAA has reserved all of its rights in its works under copyright and has not authorized Hair on Fire to reproduce, publish, provide, distribute, transmit, display, publicly perform or otherwise make any use of such works. Therefore, Hair on Fire's use of these works is a clear infringement of AAA's copyrights in violation of Sections 106 and 501 of the federal Copyright Act. When those rights are infringed, the copyright owner is entitled to recover damages suffered as a result of the infringement. See 17 U.S.C. §504.

While AAA understands that the Common Core State Standards, available at http://www.corestandards.org, are free for use by any school district, the clarifying materials and "Suggested Learning Targets" that were developed, authored, and published by AAA do not fall under the umbrella of "free for use." To be clear, a school district cannot purchase one copy of educational materials from a copyright owner/publisher and simply copy or re-purpose content from those materials for its own use without permission from that copyright owner/publisher. To do so is to infringe upon the copyright owner's exclusive right to the use of its copyrighted work. When those rights are infringed, the copyright owner is entitled to recover damages suffered as a result of the infringement. Attribution to AAA, as Hair on Fire has attempted to do here, is not a defense to AAA's copyright infringement claim. If anything the attribution conveys to the reader the false impression that Hair on Fire had authority to appropriate the AAA material from the AAA Copyrighted Works. Indeed, here, the attribution only highlights the fact that Hair on Fire knowingly supplanted the need for each and every educator, teacher, or school administrator within the Ionia County Intermediate School District and Montcalm Area Intermediate School District to purchase the materials from AAA and/or from entering into a special license arrangement with AAA for the school districts' use of the AAA Copyrighted Works.

Given the breadth and severity of the infringement at issue here, we hereby demand the following:

1. An <u>immediate</u> disablement and/or removal of all materials, documents, and files found on the hair-on-fire.org website that contain material from

Mr. John Milewski Ms. Michelle Goodwin January 7, 2014 Page 3

the AAA Copyrighted Works such that no visitor to the hair-on-fire.org website can view or download the materials;

2. A detailed accounting of: (a) all documents or files containing material taken from the AAA Copyrighted Works, including when each such document or file was uploaded to the hair-on-fire.org website; (b) the number of visitors to the hair-on-fire.org website since the first date that the infringing material was uploaded to the hair-on-fire.org website; (c) the number of downloads of the infringing material from the hair-on-fire.org website; and, (d) the number of visitors and/or downloads that occurred from outside either of the Ionia County Intermediate School District or Montcalm Area Intermediate School District.²

While AAA would like to settle this matter amicably and informally, it can only do so upon Hair on Fire's immediate compliance with these demands and a settlement payment for AAA's damages in this matter that will be determined based upon the information provided in response to No. 2 above.

Please understand that AAA takes matters of copyright infringement very seriously and will seek the maximum penalties available at law if forced to do so (to that end, please see copies of prior copyright infringement complaints filed by AAA against school districts for similar actions in the past). Because AAA's copyrights were registered prior to Hair on Fire's infringing activity, Hair on Fire may be liable for statutory damages of up to \$30,000 for each work that it has infringed, in addition to attorneys' fees and other costs incurred by AAA to enforce its rights. 17 U.S.C. § 504, 505. Moreover, damages may be increased up to \$150,000 for each work infringed in cases of willful infringement like this one. 17 USC §504 (c).

We must receive your immediate compliance to the above demands – specifically, all content must be disabled or removed from the hair-on-fire.org website within five (5) days of receipt of this letter and responses to No. 2 must be received by this office no later than January 16, 2015.

This is not a complete recitation of our client's rights or remedies in this matter, and all such rights and remedies are hereby specifically reserved.

Sincerely,

Samantha M. Quimby

SMQ:nmh

² Please note that we have made a complete copy of the hair-on-fire.org website such that simply removing the documents and ignoring this letter will not relieve Hair on Fire of liability, and the information relevant to No. 2 above can be retrieved through court authorized discovery, if necessary.

Mr. John Milewski Ms. Michelle Goodwin January 7, 2014 Page 4

Cc: Mr. Robert Kjolhede; Ionia County Intermediate School District

Dr. Scott Koenigsknecht; Montcalm Area Intermediate School District

Enclosures

ENCLOSURE 1

Case: 2:12-cv-00016-ALM-MRA Doc #: 2 Filed: 01/06/12 Page: 1 of 10 PAGEID #: 2

JAMES BONINI CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO 12 JAN -6 PM 3: 37
EASTERN DIVISION

ACHIEVE, LLC,

U.S. DISTRICT COURT
SOUTHERN DIST. OHIO
EASTEDLY POUR PM 10

ALIGN, ASSESS, ACHIEVE, LLC, 400 W. Wilson Bridge Rd. #170 Worthington, OH 43085

Plaintiff,

Case No.

16

Judge

INDCOMARDLE

Magistrate Judge

MAGISTRATE JUDGE ABEL

٧.

TOLEDO PUBLIC SCHOOLS, 420 E. Manhattan Blvd. Toledo, OH 43608

Defendant.

COMPLAINT FOR DAMAGES AND INJUNCTIVE AND OTHER RELIEF

Plaintiff, Align, Assess, Achieve, LLC ("AAA"), by and through its undersigned attorneys, for its complaint against Defendant Toledo Public Schools ("TPS"), upon information and belief alleges as follows:

Introduction

1. TPS is a copyright infringer. It has knowingly and willfully infringed upon AAA's copyrighted interest in a series of books written and published by AAA that are utilized to assist educators in the implementation of the Common Core State Standards at the district, building, and classroom level. The infringement of AAA's copyrights by TPS has been blatant, willful and without any regard for the law or AAA's economic interests in its valuable intellectual property.

Parties

- 2. Align, Assess, Achieve, LLC ("AAA") is an Ohio limited liability company with its principal place of business at 400 W. Wilson Bridge Rd., #170, Worthington, Ohio. AAA offers a variety of professional development materials and publications designed to meet the unique needs of teachers, administrators, schools and districts.
- 3. Defendant Toledo Public Schools ("TPS") is a governmental educational entity located in Toledo, Ohio. TPS is one of the largest school districts in Ohio and employs approximately 4,800 people to serve a student population of more than 30,000.

Jurisdiction and Venue

- 4. This claim is for copyright infringement brought under the Copyright Act of 1976, 17 U.S.C. §101 et seq. Jurisdiction is predicated upon 28 U.S.C. §§1331 and 1338(a). Venue is proper under 28 U.S.C. §§1391(b) and (c) and 1400 and pursuant to the terms of a written agreement between the Plaintiff and Defendant.
- 5. This Court has federal question jurisdiction pursuant to 28 U.S.C. §1331 and §1338(a). The Court has supplemental jurisdiction over the state law breach of contract claim pursuant to 28 U.S.C. §1367(a).
- 6. This Court has personal jurisdiction over the Defendant as it is located in and regularly engages in commerce in the State of Ohio and it consented to the jurisdiction of this Court pursuant to the terms of a written agreement between the Plaintiff and Defendant.

Facts

Description of the Copyrighted Work

- 7. AAA is the owner of copyrighted books and printed materials that are sold to customers such as TPS to aid them in providing guidance to their teachers so that they are able to meet the Common Core State Standards ("Common Core"), which are standards that have been adopted by the State of Ohio to provide a clear and consistent framework to prepare students for college and the workforce.
- 8. AAA developed its copyrighted series of publications and training tools to provide the necessary tools and methods for educators to meet their obligations under the Common Core. AAA's copyrighted works were developed to provide the highest quality materials and hands-on development for teachers and administrators that are research based and classroom tested.
- AAA has published a series of books under the general "Common Core:
 Clarifying Expectations for Teachers and Students" title. Books are
 available on a grade by grade basis and for both English Language Arts
 and Math. AAA owns more than 20 copyright registrations for each of
 these books, including but not limited to those covered by the following
 copyright registration numbers: TX0007399901 (2011), TX0007399904
 (2011), TX0007398391 (2011), TX0007398387 (2011), TX0007396737
 (2011), TX0006951849 (2009), TX0006951847 (2009), TX0007413010

(2011), TX0007308364 (2011), TX0007398356 (2011), TX0007402721 (2011), TX0007402682 (2011), TX0007402678 (2011), TX0007402624 (2011), TX0007402630 (2011), TX0007402622 (2011), TX0007399905 (2011), TX0007399903 (2011), TX0007399900 (2011) TX0007399888 (2011) (collectively referred to hereafter as the "AAA Copyrighted Works").

TPS Enters Into A Limited Copyright License Agreement With AAA

- 10. AAA was made aware that TPS desired to utilize its books for the 2011-12 school year and desired to create "pacing guides" to assist its teachers in utilizing the AAA Copyrighted Works. As a result, AAA and TPS entered into a "Copyright License Agreement" ("the TPS Agreement") on August 1, 2011, a true and accurate copy of which is attached hereto as Exhibit 1.
- 11. Under the terms of the TPS Agreement, AAA agreed to provide TPS with a license to use the AAA Copyrighted Works for use in preparing pacing guides for its K-2 teachers. However, this license only extended to "pacing guides" for each "teacher in the Toledo Public Schools system for whom [TPS] has purchased and full paid for a copy of [AAA's] book entitled The Common Core: Clarifying Expectations for Teachers and Students[.]"
- 12. The TPS Agreement was explicit in stating that the license was "expressly limited to use in one pacing guide for each kindergarten, first grade, and second grade math and English language arts teacher in the Toledo

- Public School system for whom [TPS] has purchased and fully paid for [AAA's] Book."
- 13. The TPS Agreement specifically provides that the "parties to this Agreement hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement[.]"
- 14. Pursuant to the TPS Agreement, TPS also agreed that AAA would be entitled to injunctive relief and its attorneys' fees and other costs in association with any claim for breach of the Agreement.
- 15. TPS also agreed that nothing in the TPS Agreement would preclude AAA from "protecting its rights to the Copyrighted Works, either during the term of this Agreement or thereafter."

TPS Engages In Massive Copyright Infringement Of AAA's Copyrighted Works And Breaches Copyright License Agreement

- 16. In the middle of August 2011, AAA discovered for the first time that TPS had engaged in massive infringement of the AAA Copyrighted Works.
- 17. Unbeknownst to AAA, TPS had engaged its teachers over the summer to take AAA Copyrighted Works and transcribe them word for word into electronic word processing documents. On information and belief, this massive copying of the AAA Copyrighted Works required numerous hours on behalf of TPS teachers and was done without any authorization by or knowledge of AAA.

- 18. TPS falsely designated these newly created wholesale electronic versions of the AAA Copyrighted Works as "pacing guides" when they were simply nothing of the sort. The documents created by TPS were not a high level outline designed to assist teachers in implementing the AAA materials, they were simply the entirety of the AAA Copyrighted Works in an unauthorized electronic format.
- 19. AAA also learned that TPS had posted these unauthorized electronic copies of the AAA Copyrighted Works to the district's intranet where it was made available to 2,000 teachers.
- 20. TPS also printed a copy of what is believed to be more than 200 copies the unauthorized electronic version of the AAA Copyrighted Works and distributed these hard copies to teachers at an orientation meeting in August 2011 at which time teachers were also instructed on how to download these files from the TPS intranet.
- 21. At the time TPS engaged in the conduct described above, it had not fully paid for a copy of each AAA Copyrighted Work for each teacher to whom the unauthorized electronic copies were made available to either via its intranet or in hard copy form.
- 22. Indeed, at that point in time TPS had purchased fewer than 10 copies of any AAA Copyrighted Works – apparently for the sole purpose of stealing and widely distributing the materials by having TPS teachers illegally transcribe these materials.

- 23. To add insult to the significant injury to AAA by its actions, TPS falsely attributed authorship of the unauthorized electronic versions of the AAA Copyrighted Works to the teachers the district employed as scriveners to steal AAA's intellectual property.
- 24. These actions by TPS constitute blatant disregard for the interest of AAA and demonstrate an extreme degree of willfulness in violating the legitimate interests of AAA in its AAA Copyrighted Works.
- 25. AAA terminated the TPS Agreement as a result of the copyright infringement discovered above, which was also a direct violation of the terms of that Agreement.
- 26. AAA has been severely damaged as a result of the infringing activities of TPS and it is entitled to the maximum relief available under the law for this egregious conduct.

COUNT I COPYRIGHT INFRINGEMENT

- 27. AAA restates and incorporates each of the preceding paragraphs as if fully set forth herein.
- 28. In August 2011, AAA discovered that TPS had infringed AAA's Copyrighted Works by transcribing, copying and distributing the contents of them in violation of the limited Copyright License Agreement and without any other legal basis or justification or authorization from AAA.
- 29. The infringement by TPS was done without the knowledge or acquiescence of AAA and was willful.

- 30. The infringement by TPS of AAA's Copyright Works has continued to the present.
- 31. AAA has sustained irreparable harm and economic injury as a result of TPS' infringement.
- 32. AAA is entitled to the maximum statutory damages for each infringement by TPS in an amount not less than \$150,000 due to the willful nature of the infringement by TPS.
- 33. AAA is also entitled to recover its attorneys' fees and the costs associated with this action.

COUNT II BREACH OF CONTRACT

- 34. AAA restates and incorporates each of the preceding paragraphs as if fully set forth herein.
- 35. AAA satisfied all of its obligations under the TPS Agreement.
- 36. The use by TPS of the AAA Copyrighted Works beyond the scope of use described in the TPS Agreement was unauthorized and constituted a material breach of the TPS Agreement.
- 37. AAA has sustained damages as a result of the copyright infringement by TPS and by TPS breaching the TPS Agreement.

WHEREFORE, Plaintiff, Align, Assess, Achieve, LLC prays for findings of copyright infringement and judgment in its favor and against Defendant, Toledo Public Schools as follows:

- (1) Toledo Public Schools may not distribute or otherwise use any AAA Copyrighted Works unless and until it acquires a valid license agreement from AAA specifically permitting it to do so;
- (2) Toledo Public Schools must immediately cease using and immediately account for and turn over to AAA all unauthorized electronic or hard copy versions of the AAA Copyrighted Works;
- (3) Toledo Public Schools must be required to pay AAA such actual damages as AAA has sustained in consequence of Toledo Public Schools' infringements and to account for all gains, profits, and advantages derived by Toledo Public Schools therefrom, or such statutory damages for all infringements and wrongs as shall appear proper within the provisions of the copyright laws; and
- (4) the Court grant such other and further relief as is reasonable to remedy the wrongful acts of Toledo Public Schools by any means, either at law or in equity, including injunction.

ADDITIONALLY, AAA seeks a preliminary injunction compelling Toledo Public Schools to return to the *status quo ante* by immediately desisting from using the unauthorized copies of the AAA Copyrighted Works and by removing the unauthorized electronic version of the AAA Copyrighted Works from their systems and all of its employees' workstations.

Respectfully submitted,

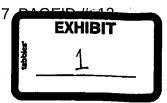
Brian K. Murphy, Trial Attorney (0070654)

Counsel for Plaintiff

Murray Murrahy Moul + Basil LLP 1533 Lake Shore Drive

1533 Lake Shore Drive Columbus, OH 43204

Telephone: 614.488.0400 Facsimile: 614.488.0401 Case: 2:12-cv-00016-ALM-MRA Doc #: 2-1 Filed: 01/06/12 Page: 1 of 7



COPYRIGHT LICENSE AGREEMENT

This COPYRIGHT LICENSE AGREEMENT (this "Agreement") is made effective as of August 1, 2011 (the "Effective Date") by and between Align, Assess, Achieve, LLC, an Ohio limited hability company ("Licensor"), and the Toledo Public Schools ("Licensee")

RECITALS

WHEREAS, Licensor is the owner of the following copyrighted materials related to professional development for school teachers and administrators: The Common Core: Clarifying Expectations for Teachers and Students (collectively, the "Copyrighted Works"),

WHEREAS. Licensee desires to use the Copyrighted Works in pacing guides used by Licensee's kindergarten, first, and second grade math and English language arts teachers, and

WHEREAS, the parties desire to establish Licensee's right to use the Copyrighted Works under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows

AGREEMENT

1 GRANT OF LICENSE, RESERVATION OF RIGHTS

- Licensor grants to Licensee a revocable, nonexclusive, royalty-free, non-transferable license to use, reproduce, and distribute copies of the Copyrighted Works solely for use in pacing guides for each kindergarten, first grade, and second grade math and English language arts teacher in the Toledo Public School system for whom Licensee has purchased and fully paid for a copy of Licensor's book entitled The Common Core, Clarifying Expectations for Teachers and Students ("Licensor's Book"). Licensee's license to use the Copyrighted Works is expressly limited to use in one pacing guide for each kindergarten, first grade, and second grade math and English language arts teacher in the Toledo Public School system for whom Licensee has purchased and fully paid for Licensor's Book.
- 1.2 <u>Rights of and Obligations to Third Parties</u> Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement shall be deemed to be a grant by Licensor of a license, sublicense, or other grant of a right to Licensee to use any copyrights of a third party or any rights under any third-party license that cannot be licensed, sublicensed or granted without the consent, approval or agreement of another party, unless such consent, approval or agreement is first obtained
- 1.3 Reservation of Rights. Notwithstanding anything contained herein to the contrary, Licensor shall have the unrestricted right to utilize (and to heense another party to utilize) the Copyrighted Works.

- Derivative Works. Licensee shall not develop or use any modified or derivative works of the Copyrighted Works. If Licensee develops or uses any modified or derivative works of the Copyrighted Works, Licensor and Licensee expressly agree that, notwithstanding any provision of law that may initially vest ownership of copyrights in modifications or derivative works of the Copyrighted Works in Licensee or a third party that Licensee may engage in connection therewith, that Licensor shall be considered the author and owner of the Copyrighted Works, including any derivative works or modifications of the original Copyrighted Works. To the extent permitted by law, the creation of any modifications or derivative works of the Copyrighted Works shall be deemed "works made for hire" for Licensor Licensee shall execute any documents, including assignments, Licensor may determine it requires to vest ownership of the Copyrighted Works, including any modifications or derivative works of the original Copyrighted Works, in Licensor
- 15 Appointment as Autotreys-In-Fact. IN THE EVENT THAT LICENSOR IS UNABLE FOR ANY REASON WHATSOEVER TO SECURE LICENSEE'S SIGNATURE TO ANY ASSIGNMENT DOCUMENT CONTEMPLATED UNDER THIS <u>SECTION 1</u>. LICENSEE HEREBY IRREVOCABLY DESIGNATES AND APPOINTS LICENSOR AND ITS DULY AUTHORIZED OFFICERS AND AGENTS AS LICENSEE'S AGENTS AND ATTORNEYS-IN-FACT TO ACT FOR AND ON LICENSEE'S BEHALF AND INSTEAD OF LICENSEF. TO EXECUTE ANY SUCH ASSIGNMENT AND TO DO ALL OTHER LAWFULLY PERMITTED ACTS TO FURTHER THE PROSECUTION AND ISSUANCE OF COPYRIGHT REGISTRATIONS PERTAINING TO THE COPYRIGHTED WORKS WITH THE SAME LEGAL FORCE AND EFFECT AS IF EXECUTED BY LICENSEE.

2 ACKNOWLEDGMENT OF RIGHTS; CESSATION OF USE

- 24 Acknowledgment of Licensor's Ownership: Cessation of Use Licensee expressly recognizes and acknowledges that the use of the Copyrighted Works shall not confer upon Licensee any intellectual property or other proprietary rights. Upon expiration or upon termination of this Agreement for any reason, Licensee shall immediately cease all use of the Copyrighted Works (except as expressly permitted in this Agreement).
- 2.2 Agreement Not to Contest. Licensee shall not question, contest or challenge the title or ownership by Licensor of Copyrighted Works during the term of this Agreement or thereafter. Licensee will claim no right, title or interest in the Copyrighted Works except the right to use the same pursuant to the terms, provisions and conditions of this Agreement, and will not seek during the term of this Agreement or thereafter to register the same in any jurisdiction or before any agency, regulatory body, or official entity.
- 2.3 <u>Copyright Notice</u>. Licensor shall include a legally sufficient copyright notice on the Copyrighted Works, including any modification or derivative works of the original Copyrighted Works, in all uses of the Copyrighted Works. Licensee shall comply with all of Licensor's requests concerning the copyright notice for the Copyrighted Works
- 2.4 Licensor's Right to Protect Copyrights. Nothing in this Agreement shall be construed to bar Licensor from protecting its right to the Copyrighted Works, either during the term of this Agreement or thereafter.

- 25 Provision of Pacing Guides; Inspection. Licensee shall furnish to Licensor, or Licensor's designated representative, one copy of each pacing guide in which Licensee uses the Copyrighted Works. Licensor or Licensor's designated representative may, at any time upon not less than 48 hours prior written notice to Licensee, inspect the books, records, facilities, properties, and materials of Licensee for comphance with the terms of this Agreement. Licensee shall promptly correct or remedy any uses of the Copyrighted Works that violate the terms of this Agreement.
- 26 <u>Maintenance of Reputation and Goodwill</u>. Licensee agrees that Licensee shall not during the term of this Agreement or thereafter, take any action that would reasonably be expected to destroy or diminish Licensor's ownership, value or goodwill in the Copyrighted Works
- NOTICE OF INFRINGEMENT | Licensee shall promptly notify Licensor in writing in the event it becomes aware of any third party infringing, misusing, or otherwise violating any of Licensor's rights in the Copyrighted Works, or who Licensee believes is, or may be infringing, diluting, or otherwise derogating the Licensor's rights in the Copyrighted Works. Licensor may, at its sole discretion, take action against such third party to enforce its interest in the Copyrighted Works, and in such event shall be entitled to retain all monetary recovery from any such third party by way of judgment, settlement, or otherwise. In the event Licensor takes enforcement action, I icensee agrees to cooperate fully with any such effort, at Licensee's expense.
- CONFIDENTIALITY. Licensee, on behalf of itself, and on behalf of its officers, directors, employees, agents, and representatives agrees to maintain the confidentiality of all data and other proprietary information concerning Licensor that may be made available or disclosed to Licensee during the term of this Agreement (collectively, the "Confidential Information"), provided that Confidential Information will not include any information that: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by Licensee, (b) was available to Licensee on a non-confidential basis prior to its disclosure to Licensee by Licensor, (c) becomes available to Licensee on a non-confidential basis from a source other than Licensor who Licensee reasonably believes is not bound by a legal or contractual obligation not to disclose such Confidential Information; or (d) was independently developed by Licensee without use of or reference to the Confidential Information. Without limiting the foregoing, Licensee will utilize the same methods and practices in the protection of the Confidential Information that it utilizes in protecting its own confidential information. Licensee agrees that it will not disclose the Confidential Information without the prior written consent Licensor, except for disclosures (a) that may be required by applicable law, rule or regulation, (b) that may be required by Licensee to enforce its rights under this Agreement, and (e) to Licensee's representatives and agents that Licensee reasonably believes need to know such Confidential Information to perform obligations hereunder. Licensee will be responsible for any breach of this Section 4 by its officers, directors, employees, agents, and representatives. Before any disclosure is made pursuant to applicable law, rule or regulation, Licensee will, if permitted by applicable law, rule or regulation, give advance written notice of such disclosure to Licensor so that Licensor may seek a protective order against such disclosure. In the absence or unavailability of any such protective order. Licensee hereby agrees to take all reasonable and lawful actions to seek confidential treatment for such disclosure and, to the extent practicable, to minimize the extent of such disclosure. The provisions of this Section 4 shall survive expiration or termination of this

Agreement for any reason and shall remain in full force and effect in accordance with its terms, without modification, limitation or impairment of any kind.

5. <u>ASSIGNMENT AND SUBLICENSE</u>. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned, transferred, conveyed or delegated by Licensee in any manner without the prior written consent of Licensor, and any purported assignment, transfer, conveyance or delegation in violation hereof will be null and void. Licensee shall not sublicense any of its rights under this Agreement without the express prior written consent of Licensor, which shall be solely within Licensor's discretion. Any assignment or sublicense of rights of Licensee under this Agreement, even with the prior consent of Licensee, shall not operate to release, limit, impair or suspend any of the obligations of Licensee under this Agreement.

6 WARRANTY DISCLAIMER/INDEMNITY/HOLD HARMLESS

- 6.1 Licensee's Indemnification Obligation Licensee agrees to indemnify, defend and hold harmless Licensor and its members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, demands, causes of action, damages, losses, habilities, judgments, costs, fines, penalties, obligations, together with all reasonable costs and expenses incurred in connection with the foregoing (including, without limitation, court costs, hitigation expenses and reasonable attorneys fees) ("Damages") that any of them may suffer or incur (including pursuant to judgment or settlement) as a result of or relating to (a) Licensee's use of the Copyrighted Works, (b) Licensee's breach of any of the terms of this Agreement, and (c) the activities or omissions of Licensee or any of its members, managers, directors, officers, employees, agents and assignces
- 6.2 Warranty Disclaimer LICENSEF HEREBY EXPRESSLY ACKNOWLEDGES THAT LICENSOR MAKES NO WARRANTIES OF ANY KIND TO LICENSEE, WHETHER WITH RESPECT TO THE COPYRIGHTED WORKS OR OTHERWISE. LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OBLIGATION, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7 TERM AND TERMINATION.

- 7.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year. At the end of the initial one (1) year term, this Agreement shall be automatically renewed on a month-to-month basis, unless either party notifies the other party of its intent to terminate this Agreement not less than thirty (30) days prior to the date of termination.
- 7.2 <u>Termination</u> Either party may terminate this Agreement in the event of any breach by the other party which breach is not cured within thirty (30) days after receipt of written notice of such breach. Notwithstanding the foregoing, Licensor may terminate this Agreement immediately if Licensee uses the Copyrighted Works in violation of <u>Section 1.1</u> of this Agreement.

- 7.3 Additional Requirements Upon Expiration of Termination. Upon termination of expiration of this Agreement for any reason, all rights granted to Licensee hereunder shall cease Within ten (10) calendar days of termination or expiration of this Agreement for any reason, Licensee shall return or destroy, all materials pertaining to use of the Copyrighted Works that are in Licensee's possession (or in the possession of any third party over which Licensee maintains control with respect to possession of such materials).
- 7.4 <u>Survival</u> In addition to the survival provisions set forth elsewhere in this Agreement, the provisions <u>Sections 4.6, 8, and 11</u> shall survive expiration or termination of this Agreement for any reason and shall remain in full force and effect in accordance with their respective terms, without modification, limitation or impairment of any kind

8 INJUNCTIVE RELIEF, GOVERNING LAW.

- 81 Injunctive Relief Licensee acknowledges and agrees that Licensor would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, Licensee agrees that Licensor shall be entitled to injunctive relief, in addition to an award for damages to prevent breaches of the provisions of this Agreement and to enforce specifically (without posting bond) this Agreement and the terms and provisions hereof.
- Ohio The parties to this Agreement hereby designate the state or federal courts of Franklin County. Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith, hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts. The parties hereto, after consulting or having the opportunity to consult with legal counsel, knowingly, voluntarily and intentionally waive any right any such party may have to a trial by jury in any action or proceeding based upon or arising out of this Agreement or any document or instrument executed in connection herewith. No party hereto shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- 9 <u>STATUS OF THE PARTIES</u> This Agreement does not create, is not intended to create, and shall not be interpreted or construed as creating a partnership, joint venture, agency, employment, master and servant, or similar relationship between Licensor and Licensee, and no representation to the contrary shall be binding upon either party.
- 10 NOTICES. All notices and other communications under this Agreement must be in writing and will be deemed given (a) when delivered personally, (b) on the fifth business day after being mailed by certified mail, return receipt requested, or (c) the next business day after delivery to a recognized overnight courier, to the parties at the addresses set forth on the signature page hereto (or to such other address as such party may have specified by notice given to the other party pursuant to this provision).

11 MISCELLANEOUS

- Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred to secure performance of any obligations hereunder, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the Prevailing Party (as defined below) will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith. A party will be considered the "Prevailing Party" if. (a) it initiated the litigation and substantially obtained the relief it sought, either through a judgment or the losing party's voluntary action before trial or judgment; (b) the other party withdraws its action without substantially obtaining the relief it sought; or (c) it did not initiate the litigation and judgment is entered into for any party, but without substantially granting the relief sought by the initiating party or granting more substantial relief to the non-initiating party with respect to any counterclaim asserted by the non-initiating party in connection with such litigation
- 11.2 <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 11.3 <u>Headings</u> The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and will not in any way affect the meaning or interpretation of this Agreement
- 11.4 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, each of which will remain in full force and effect, so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in a manner materially adverse to any party.
- 11.5 <u>Binding Effect</u> This Agreement will be binding upon and mure to the benefit of the parties and their respective successors and permitted assigns
- 11.6 Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument signed by both the parties hereto
- Agreement will be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Agreement or such provision. Whenever the plural form of a word is used in this Agreement, that word will include the singular form of that word. Whenever the singular form of a word is used in this Agreement, that word will include the plural form of that word. The term "and" shall also mean "or" and "or" shall also mean "and" as the context permits or requires to provide the broadest meaning or inclusion of the subject. The term "include" or any derivative of such term does not mean that the items following such term are the only types of such items.

Case: 2:12-cv-00016-ALM-MRA Doc #: 2-1 Filed: 01/06/12 Page: 7 of 7 PAGEID #: 18

The self-could with his transportant particles and this forestion is because and in the constant of the self-could be a self-could be additionable of the proposition of the self-could be a s

STICH NSOR

en de la composition della com

ns of the Addition

Additions for notices

Angellissen Nobelg, 13 dus W. Wilson Bridge Rolls 20 Vendingson Ohio 4008 Amedicantin FRUINSEL

tobale Palage Same

hame for horse to the state

Addition for notice

Thurgood Marshall Bldg.
Toledo Public Schools
420 E. Manhattan Blvd.
Toledo, Ohio 43608
Attn: James Gault, Chief Academic Officer

ENCLOSURE 2

Case: 2:12-cv-00131-MHW-MRA Doc #: 2 Filed: 02/10/12 Page: 1 of 8 PAGEID #: 2

IN THE UNITED STATES DISTRICT COURT CLERK
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION 2012 FEB 10 PM 3: 41

ALIGN, ASSESS, ACHIEVE, LLC, 400 W. Wilson Bridge Rd. #170 Worthington, OH 43085

Plaintiff,

Case No.

2:12 cv

FILEU

131

Judge

JUDGE WATEON

MAGISTRATE JUDGE ABEL

Magistrate Judge

-

٧.

URBANA CITY SCHOOLS 711 Wood Street Urbana, OH 43078

Defendant.

COMPLAINT FOR DAMAGES AND INJUNCTIVE AND OTHER RELIEF

Plaintiff, Align, Assess, Achieve, LLC ("AAA"), by and through its undersigned attorneys, for its complaint against Defendant Urbana City Schools ("UCS"), upon information and belief alleges as follows:

Introduction

1. UCS is a copyright infringer. It has knowingly and willfully infringed upon AAA's copyrighted interest in a series of books written and published by AAA that are utilized to assist educators in the implementation of the Common Core State Standards at the district, building, and classroom level. The infringement of AAA's copyrights by UCS has been blatant, willful and without any regard for the law or AAA's economic interests in its valuable intellectual property.

Parties

- 2. Align, Assess, Achieve, LLC ("AAA") is an Ohio limited liability company with its principal place of business at 400 W. Wilson Bridge Rd., #170, Worthington, Ohio. AAA offers a variety of professional development materials and publications designed to meet the unique needs of teachers, administrators, schools and districts.
- 3. Defendant Urbana City Schools ("UCS") is a governmental educational entity located in Urbana, Ohio.

Jurisdiction and Venue

- 4. This claim is for copyright infringement brought under the Copyright Act of 1976, 17 U.S.C. §101 et seq. Jurisdiction is predicated upon 28 U.S.C. §§1331 and 1338(a). Venue is proper under 28 U.S.C. §§1391(b) and (c) and 1400. Defendant UCS willfully infringed the copyrights of AAA with full knowledge that AAA's principal place of business was located in Franklin County, Ohio.
- 5. This Court has federal question jurisdiction pursuant to 28 U.S.C. §1331 and §1338(a).
- 6. This Court has personal jurisdiction over the Defendant as it is located in and regularly engages in commerce in the State of Ohio and it willfully infringed the copyrights of AAA with full knowledge that AAA's principal place of business was located in Franklin County, Ohio.

<u>Facts</u>

Description of the Copyrighted Work

- 7. AAA is the owner of copyrighted books and printed materials that are sold to customers such as UCS to aid them in providing guidance to their teachers so that they are able to meet the Common Core State Standards ("Common Core"), which are standards that have been adopted by the State of Ohio to provide a clear and consistent framework to prepare students for college and the workforce.
- 8. AAA developed its copyrighted series of publications and training tools to provide the necessary tools and methods for educators to meet their obligations under the Common Core. AAA's copyrighted works were developed to provide the highest quality materials and hands-on development for teachers and administrators that are research based and classroom tested.
- AAA has published a series of books under the general "Common Core:
 Clarifying Expectations for Teachers and Students" title. Books are
 available on a grade by grade basis and for both English Language Arts
 and Math. AAA owns more than 20 copyright registrations for each of
 these books, including but not limited to those covered by the following
 copyright registration numbers: TX0007399901 (2011), TX0007399904
 (2011), TX0007398391 (2011), TX0007398387 (2011), TX0007398396
 (2011), TX0007396734 (2011), TX0007396736 (2011), TX0007396737
 (2011), TX0006951849 (2009), TX0006951847 (2009), TX0007413010

(2011), TX0007308364 (2011), TX0007398356 (2011), TX0007402721 (2011), TX0007402682 (2011), TX0007402678 (2011), TX0007402624 (2011), TX0007402630 (2011), TX0007402622 (2011), TX0007399905 (2011), TX0007399903 (2011), TX0007399900 (2011) TX0007399888 (2011) (collectively referred to hereafter as the "AAA Copyrighted Works").

UCS Engages In Massive Copyright Infringement Of AAA's Copyrighted Works By Copying The Copyrighted Works And Posting Them On The School District's Internet Website

- In early January 2012, AAA discovered for the first time that UCS had engaged in massive infringement of the AAA Copyrighted Works.
- 11. Unbeknownst to AAA, UCS had taken AAA Copyrighted Works and transformed them into downloadable PDF documents. On information and belief, the director of curriculum for UCS purchased one copy of selected AAA Copyrighted Works and then retyped and/or scanned the contents to create the unlawful and unauthorized PDF versions of the AAA Copyrighted Works.
- 12. AAA also learned that UCS had posted these unauthorized electronic copies of the AAA Copyrighted Works to the district's internet website where it was made available to the general public for downloading in a completely free and unsecured manner.
- 13. AAA does not yet know the exact number of illegal downloads of the unauthorized electronic AAA Copyrighted Works that were conducted utilizing the website of UCS.

- 14. The uploading and making available of the unauthorized and infringing electronic copies of the AAA Copyrighted Works was done with the full knowledge and at the direction of the director of curriculum for UCS.
- 15. On information and belief, representatives of UCS made matters worse by circulating the web address where the unlawful electronic copies of the AAA Copyrighted Works could be downloaded widely to its own employees and employees of other school districts around the country.
- 16. At the time UCS engaged in the conduct described above, it had not fully paid for a copy of each AAA Copyrighted Work that was downloaded from its website and it had received no authorization or license to create any electronic version of AAA Copyrighted Works or to post them on the UCS website.
- 17. It now appears UCS purchased only a single copy of any of the AAA Copyrighted Works – apparently for the sole purpose of stealing and widely distributing the materials by illegally scanning and/or transcribing these materials.
- 18. These actions by UCS constitute blatant disregard for the interest of AAA and demonstrate an extreme degree of willfulness in violating the legitimate interests of AAA in its AAA Copyrighted Works.
- 19. AAA has been severely damaged as a result of the infringing activities of UCS and it is entitled to the maximum relief available under the law for this egregious conduct.

COUNT I COPYRIGHT INFRINGEMENT

- 20. AAA restates and incorporates each of the preceding paragraphs as if fully set forth herein.
- 21. In January 2012, AAA discovered that UCS had infringed AAA's Copyrighted Works by transcribing, copying and distributing the contents of them in violation of the registered copyrights associated with the AAA Copyrighted Works without any legal basis or justification or authorization from AAA.
- 22. The infringement by UCS was done without the knowledge or acquiescence of AAA and was willful.
- 23. The infringement by UCS of AAA's Copyright Works has continued to the present.
- 24. AAA has sustained irreparable harm and economic injury as a result of the willful infringement of UCS.
- 25. AAA is entitled to the maximum statutory damages for each infringement by UCS in an amount not less than \$150,000 due to the willful nature of the infringement by UCS.
- 26. AAA is also entitled to recover its attorneys' fees and the costs associated with this action.

WHEREFORE, Plaintiff, Align, Assess, Achieve, LLC prays for findings of copyright infringement and judgment in its favor and against Defendant, Urbana City Schools as follows:

- (1) Urbana City Schools may not distribute or otherwise use any AAA

 Copyrighted Works unless and until it acquires a valid license agreement

 from AAA specifically permitting it to do so;
- (2) Urbana City Schools must immediately cease using and immediately account for and turn over to AAA all unauthorized electronic or hard copy versions of the AAA Copyrighted Works;
- (3) Urbana City Schools must be required to pay AAA such actual damages as AAA has sustained in consequence of Urbana City Schools' infringements and to account for all gains, profits, and advantages derived by Urbana City Schools therefrom, or such statutory damages for all infringements and wrongs as shall appear proper within the provisions of the copyright laws; and
- (4) the Court grant such other and further relief as is reasonable to remedy the wrongful acts of Urbana City Schools by any means, either at law or in equity, including injunction.

ADDITIONALLY, AAA seeks a preliminary injunction compelling Urbana City Schools to return to the *status quo ante* by immediately desisting from using the unauthorized copies of the AAA Copyrighted Works and by removing the unauthorized electronic version of the AAA Copyrighted Works from their systems and all of its employees' workstations.

JURY DEMAND

Plaintiff demands a jury on all issues so triable.

Respectfully submitted,

Brian K. Murphy, Trial Attorney (0070654)

Counsel for Plaintiff
Murray Murphy Moul + Basil LLP

1533 Lake Shore Drive Columbus, OH 43204

Telephone: 614.488.0400 Facsimile: 614.488.0401

ENCLOSURE 3

CCSS.ELA-Literacy.RL.6.1

Standard	I RL.6.1		DOK
	al evidence to support analysis of what the m the text.	e text says explicitly as well as inferences	3
 Analy and contains the tension of the facts, Explication Inference 	What do we want students to sis – the examination of relationships onnections among the parts of a whole al evidence – information directly from ext that provides support for a claim, e.g. figures, details, quotations, etc. it – word for word support ence – a logical conclusion or opinion and based on known facts or evidence	Skills: What do we want students to be to DO? Cite – to refer to or quote by example Support – to provide evidence Infer – to draw a conclusion based on te prior knowledge Drawn – to pull out	
Type of Target	Learning Target	s: I Can Statements	DOK
	I can define textual evidence.		1
	I can infer.		2
	I can find evidence explicitly in text and e	vidence that requires an inference.	2
	I can use the textual evidence to support	my inference.	2
	I can cite evidence.		2
	both explicit and inferential questions.	rmine textual evidence needed to support	3
English Merriam-\	ess, Achieve (2011). <i>The Common Core: Cla h Language Arts Grade 6</i> . Columbus, OH: N Webster, Incorporated	rifying Expectations for Teachers and Students AcGraw-Hill Education.	5,
	Expectations		
www.azec	<u>1.gov</u>		
Examples			

CCSS.ELA-Literacy.RL.6.1 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

CCSS.ELA-Literacy.RL.6.2

Standard	l RL.6.2		DOK	
Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.				
KNOW? Them	What do we want students to e – central meaning or message which	Skills: What do we want students to be to DO? • Determine – to settle or decide after re		
 readers attribute to a text Central idea - main point in a piece of writing Particular details - specific evidence from text Summary - brief statement of the main idea and key ideas Convey - to communicate or make know Provide - to give 				
Type of Learning Targets: I Can Statements				
	I can identify a theme or central idea.		1	
	I can determine how an author uses deta	ils to convey the theme or central idea.	2	
	I can identify the details in the text that s	upport the theme or central idea.	2	
Resources	Used			
	ess, Achieve (2011). <i>The Common Core: Cla h Language Arts Grade 6</i> . Columbus, OH: N	rifying Expectations for Teachers and Students AcGraw-Hill Education.	s,	
Moon, Brian (1999). Literary Terms: A Practical Glossary. Urbana, Illinois. National Council of Teachers of English.				
Examples			r	

CCSS.ELA-Literacy.RL.6.2 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

CCSS.ELA-Literacy.RL.6.3

Standard RL.6.3				
Describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution.				
Content: What do we want students to KNOW? Skills: What do we want students to be to DO?				
 Plot – the action or sequence or related events that make up a story consisting of exposition, rising action, climax, falling action, resolution Episodes – events or units of action Resolution – tells how the story conflict has resolved and ties up loose ends from the story 				
Type of Learning Targets: I Can Statements			DOK	
	I can identify plot elements.		1	
	I can describe the story's or drama's plot.		2	
	I can describe how characters respond or	change throughout the plot.	2	
Resources Used Align, Assess, Achieve (2011). The Common Core: Clarifying Expectations for Teachers and Students, English Language Arts Grade 6. Columbus, OH: McGraw-Hill Education. Azed.org				
Examples				

CCSS.ELA-Literacy.RL.6.3 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

CCSS.ELA-Literacy.RL.6.4

Standard RL.6.4		DOK		
Determine the meaning of words and phrases as the connotative meanings; analyze the impact of a spec	, , ,	2		
Content: What do we want students to KNOW? Skills: What do we want students to be about to DO?				
 Phrases – a group of words with a single grammatical function Determine the meaning – to conclude after reading 				
 Figurative meaning – expressing one thing in terms normally used for another 	Analyze – break down into parts and sturelationships between the parts	dy the		
Connotative meaning – the suggested meaning of a word apart from or in addition to what it explicitly names or describes				
Tone – the overall feeling or effect created by a writer's use of words; e.g. playful, serious, bitter, angry, sarcastic				
Impact – influence or effect				
Type of Learning Target	s: I Can Statements	рок		
I can distinguish between literal language	e and figurative language.	1		
I can recognize the difference between dimeanings.	enotative meanings and connotative	1		
I can use context clues to determine mea	ning of words and phrases.	2		
I can analyze the impact of a specific wor	d choice on meaning and tone.	2		
Resources Used				
Align, Assess, Achieve (2011). The Common Core: Cla English Language Arts Grade 6. Columbus, OH: N		5,		
Examples				

CCSS.ELA-Literacy.RL.6.4 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

CCSS.ELA-Literacy.RL.6.5

Standard	l RL.6.5		DOK		
Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of a text and contributes to the development of the theme, setting, or plot.					
Content: What do we want students to KNOW? Skills: What do we want students to be ab to DO?					
 Text structure – e.g. narrative, drama, poetry, etc. Analyze – break down into parts and stud relationships between the parts 					
	opment – the process of developing a al meaning or purpose				
that n	Plot – the action or sequence or related events that make up a story consisting of exposition, rising action, climax, falling action, resolution				
	e – central meaning or message which rs attribute to a text				
	g – the time of day or year; historical d, place, situation				
Type of Target	Learning Target	s: I Can Statements	рок		
	I can locate textual evidence that can sup development.		1		
	I can recognize how a particular sentence the overall text and its meaning.	, chapter, scene, or stanza contributes to	2		
	I can analyze text and determine how a p contributes to development of the theme	articular sentence, chapter, scene, or stanza e, setting, or plot.	3		
Resources					
	ess, Achieve (2011). <i>The Common Core: Cla</i> h Language Arts Grade 6. Columbus, OH: N	rifying Expectations for Teachers and Students IcGraw-Hill Education.	;		
Examples					

CCSS.ELA-Literacy.RL.6.5 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

CCSS.ELA-Literacy.RL.6.6

Standard	d RL.6.6		DOK
Explain ho	ow an author develops the point of view of	the narrator or speaker in a text.	2
Content: KNOW?	Content: What do we want students to KNOW? Skills: What do we want students to be a to DO?		
	of view — the perspective from which cory is told	Explain – give evidence for how ideas are communicated	е
tells t heard	person – the narrator is a character who he story as he or she experienced, saw, l, and understood it; identified by first on pronouns I or we		
	nd person — narrator speaks directly to ead; you		
knowi	person omniscient – the narrator is all ing, with the ability to see into the minds ore than one character		
	person limited – the narrator has the to see into the mind of only one cter		
	tor – the "person" who reports the s of a story		
Type of Target	Learning Targets	: I Can Statements	рок
	I can identify the types of point of view.		1
	I can explain how an author develops the	narrator's point of view.	2
Resources	s Used		
	ess, Achieve (2011). <i>The Common Core: Cla</i> h Language Arts Grade 6. Columbus, OH: N	rifying Expectations for Teachers and Students IcGraw-Hill Education.	s,
Azed.org			
Examples			

CCSS.ELA-Literacy.RL.6.6 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

CCSS.ELA-Literacy.RL.6.7

Standard RL.6.7				
Compare and contrast the experience of reading a story, drama, or poem to listening to or viewing an audio, video, or live version of the text, including contrasting what they "see" and "hear" when reading the text to what they perceive when they listen or watch.				
Content: KNOW?	What do we want students to	Skills: What do we want students to be to DO?	able	
•		 Compare – to examine the qualities in ordiscover resemblances Contrast – to examine the qualities in ordiscover differences 		
Type of Target	Learning Targets: I Can Statements			
	I can visualize what I read or hear.		1	
	I can compare mental images created wh media version of the same text.	ile reading and the images presented in a	2	
	I can contrast mental images created while reading and the images presented in a media version of the same text.			
Resources	Used	V - 100		
Align, Assess, Achieve (2011). The Common Core: Clarifying Expectations for Teachers and Students, English Language Arts Grade 6. Columbus, OH: McGraw-Hill Education.				
Examples				

CCSS.ELA-Literacy.RL.6.7 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

CCSS.ELA-Literacy.RL.6.9

Standard	l RL.6.9		DOK	
Compare and contrast texts in different forms or genres (e.g., stories and poems; historical novels and fantasy stories) in terms of their approaches to similar themes and topics.				
KNOW?	What do we want students to	Skills: What do we want students to be to DO?		
 Genre – a category or type of literature based on its style, form, and content; e.g. mystery, adventure, romance, science fiction Form – shape or organizational pattern Theme – central meaning or message which readers attribute to a text Approach – a way of dealing with things 		 Compare – to examine the qualities in ordiscover resemblances Contrast – to examine the qualities in ordiscover differences 		
Type of Target	learning largets: It an Statements			
	I can explain the characteristics of differe	nt forms of text.	1	
	I can determine the form or genre of a te	xt.	1	
	I can explain the characteristics of differe	nt genres.	2	
	I can compare how tow forms of genres of or topic.	of texts can communicate the same theme	3	
	I can contrast how two forms of genres o topic.	f texts can communicate the same theme or	3	
Resources	SUsed			
Englis	ess, Achieve (2011). <i>The Common Core: Cla h Language Arts Grade 6</i> . Columbus, OH: N du/kwheeler/lit_terms_F.html	rifying Expectations for Teachers and Student AcGraw-Hill Education.	5,	
Examples			,	

CCSS.ELA-Literacy.RL.6.9 v. 6/5/2013 HOF Year 1 © MAISD/ICISD

MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT 621 NEW STREET, P.O. BOX 367 STANTON, MICHIGAN 48888

BOARD OF EDUCATION REGULAR MEETING MINUTES

December 16, 2014

CALL TO ORDER:

President Steve Foster called a Regular Meeting of the Board of Education of the Montcalm Area Intermediate School District to order at 8:30 a.m.

ROLL CALL:

Present: Mark Christensen, Steve Foster, Brian Corwin, Chris Bradshaw, Bud

Longnecker

Others Present: Scott Koenigsknecht; Katie Flynn; Leanne Bush; Celena Mills; Ron Simon;

Colleen Norton, Technology Technician; Holly Beachum, MTSS Coordinator; Shannon Tripp, Director of Montcalm Middle College; Dean Gage and Melissa

Ausua, Early College Instructors

Absent: None

PUBLIC PARTICIPATION:

Several guests were present at today's Board meeting.

Holly Beachum, MTSS Coordinator. Holly gave a presentation on MTSS – Multi-Tiered Systems of Support. All children measured growth, teamwork.

Shannon Tripp, Director of Montcalm Middle College and Dean Gage and Melissa Ausua, Early College Instructors also provided Board members with an update on the Early College.

Also at today's Board meeting were Derek Cooley, Special Education Supervisor, staff and students from the various programs at Seiter Center, who sang a few Christmas carols for the Board. Marty Combs, Special Education Supervisor; Angie Porter, PCLG Teacher; Elizabeth Campbell, PCLG Speech Therapist; and Marnie Wittenbach, PCLG Therapist; accompanied the students in song on guitar, keyboard and other musical instruments.

CORRESPONDENCE:

None

MAISD Board Meeting December 16, 2014 Page 2

MOTION ACTION

#2351 Moved by B. Longnecker, seconded by C. Bradshaw Approved Agenda.

to approve the Agenda.

All Ayes

ADMINISTRATIVE REPORTS/COMMENTS/INFORMATION ITEMS:

General Education Report

Michelle Goodwin, Associate Superintendent of Instruction, was absent for today's Board meeting. No Board report was provided.

Career Technical Education Report

Celena Mills, Associate Superintendent of CTE/MACC Principal, provided an overview of her Board report along with current happenings at The MACC.

Special Education Report

Katie Flynn, Associate Superintendent of Special Education, shared that Mr. Johnson will be sending Jacob back to school on January 5, 2015. Staff are in place and everything is set to go.

Superintendent's Report

In addition to his written report Superintendent Koenigsknecht highlighted the following:

- Heartland Trail Easement
- Local Board Meetings
- MACC Cardboard Boat Race
- December Superintendents' Retreat
- Career Center Board Goals
- Holiday Giving
- Palo Annexation Meeting

#2352 Moved by M. Christensen, seconded by B. Longnecker Approved Consent Agenda as to approve the Consent Agenda as follows:

Approved Consent Agenda as follows:

Approval of Regular Meeting Minutes held November 20, 2014 Approval of over-night conference requests for Cari O'Connor and Sharon Riebel to Dearborn, MI for January 20-23, 2015; Marilyn Rosenberger, Debi Kraft and Teresa Scheese to Detroit, MI for April 28-30, 2015

Ayes: S. Foster, B. Corwin, B. Longnecker, C. Bradshaw, M. Christensen

Nays: 0 Carried: 5-0 MAISD Board Meeting December 16, 2014 Page 3

#2353 Moved by B. Corwin, seconded by M. Christensen to approve invoices for payment.

Approved invoices for payment.

General Education	November
Approved	\$ 303,386.91
Manual	0
Special Education	
Approved	\$ 326,237.43
Manual	0
Career Technical Education	
Approved	\$ 44,999.42
Manual	0
Food Service	
Approved	\$ 0
Manual	0
Capital Project	
Approved	\$ 0.00
Manual	0
Activity Fund	
Approved	\$ 2,313.70
Manual	0

Ayes: S. Foster, B. Corwin, B. Longnecker, C. Bradshaw, M. Christensen

Nays: 0 Carried: 5-0

#2354 Moved by B. Corwin, seconded by C. Bradshaw to approve the lay-off of Brenda Buck, Special Education Teacher, retro-active to November 1, 2014

Approved lay-off of Brenda Buck.

Ayes: S. Foster, B. Corwin, B. Longnecker, C. Bradshaw, M. Christensen

Nays: 0 Carried: 5-0

INFORMATION AND DISCUSSION ITEMS:

The next meeting of the Board of Education will be held January, 15, 2015.

December 16, 2014	
Page 4	
ADJOURNMENT:	
#2355 Moved by B. Corwin, seconded by M. Christensen to adjourn at 10:07 a.m.	Adjourned at 10:07 a.m.
Minutes Approved Unanimously on December 16, 2014	

Dr. Scott Koenigsknecht, Board Secretary

Invoices for Payment

MAISD Schedule of Accounts Payable Payments Month Ending December 2014

Pymt Date	Gen Ed Fund	Spec Ed Fund	Voc Ed Fund	Food Service	Activity Fund	Capital Project	Total
12/4/2014	36,855.74	344,704.08	8,321.23		96.00		389,977.05
12/11/2014	18,220.27	35,400.12	8,546.98		3,459.14		65,626.51
12/15/2014	102,330.71	0.00	0.00		0.00		102,330.71
12/16/2014	1,750.44	10,352.75	340.82		65.19		12,509.20
12/18/2014	309.53	9,126.93	288.09		86.99		9,811.54
12/23/2014	14,258.02	574,053.25	21,084.58		0.00		609,395.85
12/29/2014	7,761.13	2,978.52	39.95		274.15		11,053.75
12/30/2014	143,242.77	0.00	0.00		0.00		143,242.77
							0.00
Total	324,728.61	976,615.65	38,621.65	0.00	3,981.47	0.00	1,343,947.38

288 checks covering 590 invoices

Reimbursements paid through Payroll

Pymt Date	Gen Ed Fund	Spec Ed Fund	Voc Ed Fund	Food Service	Activity Fund	Capital Project	Total
	0.00	0.00	0.00				0.00
Grand Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Covering 0 invoices

Automatic Payments

Pymt Date	Gen Ed Fund	Spec Ed Fund	Voc Ed Fund	Food Service	Activity Fund	Capital Project	Total
12/22/2014	8,128.91	13,407.45	2,926.53				24,462.89
Dec-14	0.00	27,774.97	0.00				27,774.97
Dec-14	3,805.76	4,454.96	8,896.12				17,156.84
Grand Total	11,934.67	45,637.38	11,822.65	0.00	0.00	0.00	69,394.70

Covering 17 invoices

Grand Total	336,663.28	1,022,253,03	50.444.30	0.00	3,981.47	0.00	1,413,342.08
		.,,		0.00	0,00111	0.00	1,710,072.

288 Total checks covering 607 invoices

December Automatic Payment Journal Entries

Pymt Date	Journal Entry #	Description	Gen Ed Fund	Spec Ed Fund	Voc Ed Fund	 Total
12/22/2014	JE#12036	WMHIP	8,128.91	13,407.45	2,926.53	 24,462.89
	JE Totals	Insurance	8,128.91	13,407.45	2,926.53	24,462.89
12/3/2014	JE#12038	PESG	0.00	9,729.84	0.00	 9,729.84
12/15/2014	JE#12039	PESG	0.00	6,871.04	0.00	6,871.04
12/29/2014	JE#12040	PESG	0.00	11,174.09	0.00	11,174.09
	JE Totals	Substitutes	0.00	27,774.97	0.00	27,774.97
12/1/2014	JE#12025	Consumers Energy	459.04	0.00	0.00	459.04
12/1/2014	JE#12026	Consumers Energy	861.37	0.00	0.00	861.37
12/3/2014	JE#12027	Consumers Energy	0.00	0.00	5,350.95	5,350.95
12/4/2014	JE#12028	Consumers Energy	0.00	2,756.97	0.00	2,756.97
12/12/2014	JE#12029	DTE Energy	0.00	330.70	0.00	330.70
12/12/2014	JE#12030	DTE Energy	0.00	1,367.29	0.00	1,367.29
12/22/2014	JE#12031	Consumers Energy	0.00	0.00	3,545.17	3,545.17
12/26/2014	JE#12032	Consumers Energy	700.75	0.00	0.00	700.75
12/29/2014	JE#12033	Consumers Energy	802.09	0.00	0.00	802.09
12/29/2014	JE#12034	Consumers Energy	982.51	0.00	0.00	982.51
	JE Totals	Utilities	3,805.76	4,454.96	8,896.12	17,156.84
Tota	al December Jour	nal Entries	11,934.67	45,637.38	11,822.65	69,394.70

CHECK VENDOR - NAME AMOUNT DESCRIPTION 131487 ** VOIDED FOR PRINTER ALIGNMENT **

DATE - 12/04/ TIME - 8:33: PROG - CDS.61	07 CHECK REGIST	ER CAL BANK MONTCALM	000000002 APCK	P=PRENOTE	PAGE Fiscal Year:	2 15
CHECK	VENDOR - NAME		AMOUNT	DESCRIPTION		-
131538 131539	6946 - VAN MANEN OIL 7017 - VERIZON WIRELE 7623 - WELLER TRUCK P 7606 - WEST MICHIGAN 7214 - WESTERN MICH F 7332 - WONDERLAND TIR 7788 - WOOD KAY	SS ARTS IIC	1,534.61 1,390.79 990.58 137.58 849.68 862.25 112.00	FUEL-ACCT 46521107 TELEPHONE AUTO REPAIR PARTS SMALL TOOLS S/H 1 BUS REPAIR PARTS BUS TIRES REIMB OCT CONF EXF		
FUND SUFund Descri 11 GENERA 22 SPECIA 26 VOCATI	**************************************	Fund Total 36.855.74	389,977.05 *************			

1

MONTCALM AREA ISD CHECK REGISTER BANK - CHEMICAL BANK MONTCALM CHECK DATE: 12/11/14

000000002 APCK

	CHECK DATE: 12/11/14		P=PRENOTE	Fiscal Year: 15
CHECK	CHECK DATE: 12/11/14 VENDOR - NAME ** VOIDED FOR PRINTER ALIGNMENT **	AMOUNT	DESCRIPTION	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
131544	** VOIDED FOR PRINTER ALIGNMENT **			
131544 131546 131547 131548 131550 131552 131552 1315554 1315556 1315560 1315561 1315662 1315663 1315663 1315663 1315664 1315668 1315669 131570 131577 131577 131577 131577 131577 131577 131577 131577 131578 131580 1315881 1315884 1315881 1315881 1315881 1315889 1315889 1315890	** VOIDED FOR PRINTER ALIGNMENT ** 7638 - BARBARA TSATUROVA (P70271) 660 - BIG L CORPORATION 972 - BUSH RENTAL LLC 1428 - CLEAR RATE COMMUNICATIONS INC 1464 - COCA COLA REFRESHMENTS USA INC 1701 - COUNTER POINT LLC 1885 - DAVES AUTO VALUE 2046 - DOLLYWOOD FOUNDATION 2408 - FERGUSON SUPPLY COMPANY 7708 - GIBBONS BRITTANY 2667 - GILBERT SALES & SERVICE INC 2788 - GRATIOT-ISABELLA RESD 3068 - HEMMINGSEN ROBERT 3174 - HORTON KATRINA 7768 - HOWLEY AGENCY SALES CO 3410 - IONIA COUNTY ISD 3534 - JOHNSON SARAH 6132 - KSS ENTERPRISES 7533 - KULAK KIMBERLY. 3800 - LAKESHORE LEARNING MATERIALS 3861 - LEPPINKS FOOD CENTER 3861 - LEPPINKS FOOD CENTER 3861 - LEPPINKS FOOD CENTER 3932 - LONG OIL & LP 3968 - LYDIA'S PROFESSIONAL UNIFORM 7670 - MASTER TECH SERVICES LLC 4406 - MICHIGAN OFFICE SOLUTIONS 7234 - MID MICHIGAN INDUSTRIES INC 4549 - MIDDLE COLLEGE CONSULTANTS 4603 - MINIKEY BRANDY 4757 - MORRISON INDUSTRIAL EQUIP 4815 - MSPRA 7773 - NAPA OF STANTON 4977 - NEOLA INC 5094 - OMS COMPLIANCE SERVICES INC 5355 - PHONAK HEARING SYSTEMS 5513 - PRO-ED INC. 5626 - RECYCLE WORLD LLC 7746 - RIEBEL SHARON 5877 - SALLY BEAUTY SUPPLY LLC 6040 - SET-SEG 6097 - SHERIDAN COMM HOSP CLINICS 6340 - STAFFORD COMMUNICATIONS GROUP 6425 - STATE OF MICHIGAN 6756 - TRAIN MINDY 6946 - VAN MANEN OIL COMPANY INC 6172 - WASTE MANAGEMENT OF MI INC 7198 - WELLS KYLIE 7338 - WOODS BRENDA	116.21 959.50 330.00 906.71 223.30 975.00 3,411.67 1,401.75 675.68 33.60 302.25 6,480.00 23.52 178.55 1,764.80 215.70 100.80 229.92 155.36 48.09 3.722.20 204.87 83.90 848.47 2,915.00 300.00 1,199.84 386.96 125.00 578.73 1,111.03 989.00 1,750.68 743.61 1,017.00 215.32 67.90 1,348.97 22,890.00 733.95 1,739.95 1,739.95 1,739.95	TRAIN PMT TEACHING SUPPLI EQUIPMENT RENTA TELEPHONE 11/4/ CLASSROOM SUPPLI CONTRACTED SERV AUTO REPAIR DATA PROCESSING INSTRUCTIONAL F REIMB NOV TRANS EQUIPMENT REPAIR DATA PROCESSING INSTRUCTIONAL F REIMB NOV TRANS MAINTENANCE SUP IM KIDS REIMB NOV TRANS MAINTENANCE SUPPLI LP GAS-HOS UNIFORMS GUTTER REPAIR-H CN11604-01 XERO JOB COACH 10/26 CONTRACTED SERV CONTRACTED SERV EQUIPMENT REPAIR MSPRA PRO 2014- TEACHING SUPPLI UPDATE SERVICE 1ST QTR RANDOMS TEACHING SUPPLI UPDATE SERVICE 1ST QTR RANDOMS TEACHING SUPPLI RECYCLING CONTRACTED SERV	ES L 14-12/3/14 IES ICE-COUNTERTOP/SINK-SEC TS CALM GREAT START COLLAB PLIES PORTATION R FEES/OCT-DEC 2014 UNDS DISBURSEMENT PORTATION PLIES PORTATION PLIES PORTATION IES S/H 29.99 LIES-12/08/14 ES HB X 7665 OVR 11/4-12/3/14 /14-11/25/14 ICES-CONSULTING ICES 11/22/14-12/05/14 R 15 MEMBERSHIP-DORA ES FOR BOARD ES S/H 18.39 ES S/H 23.90 ICES 11/22/14-12/05/14 ES O7/01/14-07/01/15 ENANCE ADD RVICES 10/01-12/31/14 EEMENT/MI REHAB SERVICES ICES 11/22/14-12/05/14 ICES 11/22/14-12/05/14 ES ENANCE ADD RVICES 10/01-12/31/14 EEMENT/MI REHAB SERVICES ICES 11/22/14-12/05/14
131590 131591 131592 131593	6172 - VAN MANEN OIL COMPANY INC 6172 - WASTE MANAGEMENT OF MI INC 7198 - WELLS KYLIE 7338 - WOODS BRENDA	1,759.11 452.69 213.12 1,893.60	FUEL-ACCT 46521 TRASH PICK UP-M. CONTRACTED SERV CONTRACTED SERV	107 LKV DISCOUNT 15.79 ACC ICES 11/22/14-12/05/14 ICES 11/22/14-12/05/14

MONTCALM AREA ISD
CHECK REGISTER
BANK - CHEMICAL BANK MONTCALM 000000002 APCK
CHECK DATE: 12/11/14 DATE - 12/11/14 TIME - 8:48:31 PROG - CDS.610 PAGE P=PRENOTE Fiscal Year: 15 CHECK VENDOR - NAME AMOUNT DESCRIPTION TEACHING SUPPLIES S/H 11.00 131594 7732 - WORK PLACE PRO 89.80 FUND SUMMARY Fund Total Fund Description 11 GENERAL FUND 18,220.27 35,400.12 8,546.98 3,459.14 SPECIAL EDUCATION FUND VOCATIONAL EDUCATION FUND 26 AGENCY FUND - ACTIVITY 61

DATE - 12/15/14 TIME - 8:25:21 PROG - CDS.610	BANK - CHEMICAL BANK MONTCALM	000000002 APCK	P=PRENOTE	Fiscal	PAGE Year:	1 15
CHECK VEND	OR - NAME	AMOUNT	P=PRENOTE DESCRIPTION			
	** VOIDED FOR PRINTER ALIGNMENT **					
131596 23 131597 26 131598 38 131599 45 131600 42 131601 49 131602 52 131603 55 131604 68 131605 68 131606 70 131607 9999999 131608 9999999 131609 99999999	86 - FARM BUREAU LIFE INSURANCE 91 - GLP INC 58 - LEGEND GROUP/ADSERV 40 - MATRIX TRUST COMPANYORS, LLC 37 - MEA FINANCIAL SERVICES 02 - NATIONWIDE TRUST COMPANY 25 - PARADIGM EQUITIES INC 47 - PUTNAM FUNDS 49 - U S DEPT OF EDUCATION 76 - UNITED WAY OF MONTCALM COUNTY 12 - VALIC 97 - VOID VOID 98 - VOID VOID	509.79 250.00 500.00 125.00 173.55 400.00 1,332.50 85.00 164.49 131.50 1,923.00 12,222.80 50,991.34 33,521.74	FARM BUREAU GLP INVESTMENTS LEGEND/ADSERV MIDWEST CAPITAL ADVISOR MEA FINANCIAL SERVICES NATIONWIDE - 436-80602 PARADIGM EQUITIES PUTNAM US DEPT OF ED GARNISHME UNITED WAY VALIC STATE TAX FICA WITHHOLDING FEDERAL WITHHOLDING TAX	ENT		
**************************************	**************************************	102,330.71				
Fund Description 11 GENERAL FUND	Fund Total 102,330.71					

MONTCALM AREA ISD CHECK REGISTER BANK - CHEMICAL BANK MONTCALM CHECK DATE: 12/16/14

000000002 APCK

D-DDRNATE

PAGE

1

	CHECK DATE: 12/16/14	P=	PRENOTE	Fiscal Year: 15
CHECK	CHECK DATE: 12/16/14 VENDOR - NAME ** VOIDED FOR PRINTER ALIGNMENT **	AMOUNT	DESCRIPTION	
131610	** VOIDED FOR PRINTER ALIGNMENT **			
131610 131611 131612 131613 131614 131615 131616 131617 131618 131619 131620 131621 131622 131623 131624 131625 131627 131628 131629	** VOIDED FOR PRINTER ALIGNMENT ** 406 - ATWOOD MELISSA 485 - BAXTER RENA 546 - BEACHUM HOLLY 670 - BISHOP MICHAEL 844 - BRAGDON LESLIE 6437 - BROWN TAMMY 978 - BUSH LEANNE 7614 - CAMPBELL ELIZABETH 1131 - CECIL ELLISHA 1438 - CLEMENTS SUSAN 7556 - COMAN LAURE 1467 - COMBS MARTY 1605 - COOLEY DEREK 1742 - CRAMER CHERI 6587 - DEMEYER ANDREA 1960 - DEMOREST DORIS 2039 - DORA PENNY 2095 - DUGAN TIMOTHY 7608 - DUKES MONICA	301.84 154.00 64.40 444.76 42.00 101.92 40.88 33.32 33.04 235.20 36.03 602.56 158.15 328.16 103.60 389.99 116.48 88.22 21.22	REIMB NOV EXPENSE	
131630 131631 131632 131633 1316334 1316335 1316336 131638 1316440 1316441 1316442 1316443 1316445 1316446 1316447 1316448 1316447 131648 131651 131652 131653 131653	** VOIDED FOR PRINTER ALIGNMENT ** 406 - ATWOOD MELISSA 485 - BAXTER RENA 546 - BEACHUM HOLLY 670 - BISHOP MICHAEL 844 - BRAGDON LESLIE 6437 - BROWN TAMMY 978 - BUSH LEANNE 7614 - CAMPBELL ELIZABETH 1131 - CECIL ELLISHA 1438 - CLEMENTS SUSAN 7556 - COMAN LAURE 1467 - COMBS MARTY 1605 - COOLEY DEREK 1742 - CRAMER CHERI 6587 - DEMEYER ANDREA 1960 - DEMOREST DORIS 2039 - DORA PENNY 2095 - DUGAN TINOTHY 7608 - DUKES MONICA 2117 - DWYER PAULA 5639 - EVANS DEE 2990 - FARRELL DOROTHY W 2460 - FLYNN KATHLEEN 6652 - FOURNIER-TAYLOR KELLY 7528 - FRANSEN KRISTIN 2578 - GASPER-BLASHER GINA 2634 - GERLACH SHARON 2700 - GOODWIN MICHELLE M 2948 - HAMMAN CHRIS 3037 - HARRIS-BASOM DIANE 3056 - HEBERT SHERRI 3062 - HEETON TERESA 4239 - HOEKEMA LAURA 3126 - HOLMBERG MIRANDA 3437 - JAQUES MARCY 7791 - JOHNSON JILLIAN 3752 - KLIFMAN TIMOTHY 3760 - KNOERL DAWN 6258 - LARSEN KELLY 3727 - LARSON KRISTEN 3915 - LIPPERT SCOTT 3958 - LUDTKE MICHELE 4162 - MCCANNON LAURA 4596 - MILLS CELENA 6761 - MULRAY STEPHANIE 5021 - NORD DAVID 5014 - OLSON KATIE 5076 - PICARD STUART 5444 - PORTER ANGELA	80.64 76.16 140.78 514.44 316.48 219.69 20.16 997.71 62.72 87.81 259.28 24.08 33.60 51.52 192.92 24.64 279.44 227.92 22.40 86.40 71.68 211.12 506.80 54.88	REIMB NOV EXPENSE	/07/14 NCRESA
131656 131657 131658 131659	5021 - NORD DAVID 5014 - OLSON KATIE 5376 - PICARD STUART 5444 - PORTER ANGELA	217.84 333.76 59.92 265.63	REIMB NOV EXPENSE REIMB NOV EXPENSE REIMB NOV EXPENSE REIMB NOV EXPENSE	

DATE - TIME - PROG -	12/16/14 8:49:55 CDS.610	MONTCALM ARE CHECK REGIST BANK - CHEMI CHECK DATE:	A ISD ER CAL BANK 12/16/14	MONTCALM	(000000002	APCK	P=PRENOTE		Fiscal	PAGE Year:	2 15
CHE	CK VENDOR	- NAME					AMOUNT	DESCR	IPTION			
1316 1316 1316 1316 1316 1316 1316 1316	60 7758 61 5887 62 6185 63 5937 64 7651 65 6433 667 6739 68 6741 69 6768 7771 7752 772 77037 774 7754 775 7318 776 7788 777 7764 778 7357 779 7748 80 7776	REHKOPF JILL SCHAFER TAMARA SMALL DEANNA SMITH ELIZABET SNELLER RACHEL STATEN TOM TOMSHACK ANNIE TRIPP SHANNON VALENTINE GARY VALENTINE GARY VILLET TAMARA WHITE JONELLE WIERZBICKI AMY WITTENBACH MARI WITTENBACH MARI WOOD KAY WYGLINSKI LAUR VONKER PATRICIA	S CTH ANN				76.29 79.52 336.00 488.99 147.28 135.52 20.56 125.00 120.40 203.33 159.04 220.64 159.04 220.64 107.52 59.36 92.79 46.88 275.52	REIMB	NOV CONF EXP-11/1 NOV EXPENSE NOV EXPENSE NOV EXPENSE NOV EXPENSE NOV EXPENSE OCT EXPENSE OCT CONF EXP-10/1 NOV EXPENSE	13/14		
*****	******	CHECK REGISTER	TOTAL	*****	*****	12,	509.20					
FUND	SUMMAR	Y		* - 25 m								
Fund 11 22 26 61	Description GENERAL FUND SPECIAL EDUCAT VOCATIONAL EDU AGENCY FUND -	ION FUND CATION FUND ACTIVITY	Fund 1. 10.	Total 750.44 352.75 340.82 65.19		,	,					

DATE - 12 TIME - 9 PROG - CI	9:15:26	MONTCALM AREA CHECK REGISTER BANK - CHEMICAI CHECK DATE: 12	L BANK MONTCALM	000000002	APCK	P=PRENOTE	PAGE Fiscal Year:	1 15
CHEC	K VENDOR -	- NAME			AMOUNT	DESCRIPTION		
131682	2	** VOIDED FOR PR	INTER ALIGNMENT **					
131683 131684 131685 131686 131687 131688	1400 - 1579 - 1579 - 1579 - 17747 - 17747 - 18 5426 -	- CITY OF GREENVILI - CITY OF STANTON - CONSUMERS ENERGY - HERNANDEZ ROSE M - KARBOWSKI ALICIA - POC FLEET SERVICI - WALMART BUSINESS	ES		289.00 143.56 428.52 48.00 50.00 076.93 775.53	UTILITIES/VNDS-001 UTILITIES-NEWS-000 UTILITIES-10300677 CONTRACTED SERVICE REIMB DEC CONF EXP FUEL-ACCT 1-000135 TEACHING SUPPLIES	621-0000-00/HHB 8817/HMTN 3 S-PCLG INTERPRETER -12/06/14	
*****	. * * * * * * * * * * * * * * * * * * *	CHECK REGISTER TO	OTAL	9,	811.54			
FUND	SUMMAR	. Y	********	****	*****			
11 G 22 S 26 V	Pescription ENERAL FUND PECIAL EDUCAT OCATIONAL EDU GENCY FUND -	CATION FUND	Fund Total 309.53 9,126.93 288.09 86.99					

DATE - 12/23/14 MONTCALM AREA ISD
TIME - 7:33:56 CHECK REGISTER
PROG - CDS.610 BANK - CHEMICAL BANK MONTCALM 000000002 APCK
CHECK DATE: 12/23/14 P=PRENOTE Fiscal Year: 15 CHECK VENDOR - NAME AMOUNT DESCRIPTION 131690 ** VOIDED FOR PRINTER ALIGNMENT **

DATE - 12/23/14 TIME - 7:33:56 PROG - CDS.610	MONTCALM AREA ISD CHECK REGISTER BANK - CHEMICAL BANK MONTCALM CHECK DATE: 12/23/14	000000002 APCK	P=PRENOTE	PAGE Fiscal Year:	2 15
CHECK VE	NDOR - NAME	AMOUNT	DESCRIPTION		
131742 131743 131744 131745 131746 131747 131748 131749 131750	5630 - SECREST WARDLE LYNCH HAMPTON 6263 - SPECTRUM HLTH UNITED HOSPITAL 6565 - SUPER DUPER PUBLICATIONS 6625 - TLC THE LEARNING CONNECT-LLC 6756 - TRAIN MINDY 6760 - TRI COUNTY AREA SCHOOLS 7009 - VARNUM LLP 7030 - VESTABURG COMMUNITY SCHOOLS 7185 - WELLER KAREN S 7198 - WELLS KYLIE 7332 - WONDERLAND TIRE CO INC 7338 - WOODS BRENDA	137.70 774.42 848.32 74,188.94 210.00 16,816.19 225.00	WELCOME BABY VISIT TEACHING SUPPLIES/ CONTRACTED SERVICE CONTRACTED SERVICE MEDICAID DISTRIBUT LEGAL SERVICES MEDICAID DISTRIBUT CONTRACTED SERVICE CONTRACTED SERVICE BUS TIRES	S NOV 2014 FRANSEN S-3 DAYS S 12/06/14-12/19/14 YON-1ST FY15 S-GRAPHIC DESIGN	
**************************************	CHECK REGISTER TOTAL				
Fund Descripti 11 GENERAL F 22 SPECIAL F	ion Fund Total				

DATE - 12/2 TIME - 13:0 PROG - CDS.	9/14 MONTCALM AREA ISD 8:40 CHECK REGISTER 610 BANK - CHEMICAL BANK MONTCALM CHECK DATE: 12/29/14	000000002 APCK	P=PRENOTE	PAGE Fiscal Year:	1
CHECK	VENDOR - NAME	AMOUNT	DESCRIPTION		
131752	** VOIDED FOR PRINTER ALIGNMENT **				
131753 131754 131755 131756 131757 131758 131759 131760 131761 131762 131763 131764 131765	681 - BLANCHARDS THRIFTWAY INC 844 - BRAGDON LESLIE 1788 - CASAIR INC 1211 - CENTRAL MONTCALM FOOD SERVICE 2632 - GENESEE ISD 2700 - GOODWIN MICHELLE M 3068 - HEMMINGSEN ROBERT 3861 - LEPPINKS FOOD CENTER 7683 - MICHIGAN ASSESSMENT CONSORTIUM 4496 - MICHIGAN SCHOOL BUSINESS OFFIC 4593 - MILLER-KEELER SANDY 6705 - TEXAS SCHOOL FOR THE BLIND 6710 - THRUN LAW FIRM PC 6946 - VAN MANEN OIL COMPANY INC	147.93 85.00 4,524.61 197.50 644.00 1,194.97 300.00 126.22 500.00 290.00 28.00 28.75 1,800.00 1,186.77	MAISD PEOPLE FIR REIMB DEC CONFER INTERNET/MAISD GSC DECEMBER MEE GENNET ONLINE FE REIMBURSE COMPUT REIMB FALL 2014 MAISD PEOPLE FIR 2015 ASSESSMENT 2015 FINANCIAL S REIMB DEC CONF E CLASSROOM SUPPLI ANNUAL RETAINER FUEL-ACCT 465211	EES EER PURCHASE EDUCATION EXPENSE ST CONSORTIUM MEMBERSHIP EXTRATEGIES CONF-SIMON EXPENSE-12/22/14 ES S/H 3 75	
*****	CHECK REGISTER TOTAL	11,053.75			
FUND	SUMMARY				
Fund 11 22 26 61	Description Fund Total GENERAL FUND 7,761.13 SPECIAL EDUCATION FUND 2,978.52 VOCATIONAL EDUCATION FUND 39.95 AGENCY FUND - ACTIVITY 274.15				

DATE - 12/3 TIME - 8:0 PROG - CDS	00:27 CHECK REGISTER	000000002 APCK	P=PRENOTE Fiscal	PAGE Year:	1 15
CHECK	VENDOR - NAME	AMOUNT	DESCRIPTION		
131767	** VOIDED FOR PRINTER ALIGNMENT **				
131781	4540 - MATRIX TRUST COMPANYORS, LLC 4409 - MESSA 4902 - NATIONWIDE TRUST COMPANY 5225 - PARADIGM EQUITIES INC 5547 - PUTNAM FUNDS 6849 - U.S. DRPT OF EDUCATION	3,673.00	PAYROLL DEDUCTION FARM BUREAU GLP INVESTMENTS LEGEND/ADSERV MIDWEST CAPITAL ADVISORS PAYROLL DEDUCTION - MESSA NATIONWIDE - 436-80602 PARADIGM EQUITIES PUTNAM US DEPT OF ED GARNISHMENT UNITED WAY VALIC STATE TAX FICA WITHHOLDING FEDERAL WITHHOLDING		
	CHECK REGISTER TOTAL	143,242.77			
****** F U N D		*******			

Fund Description 11 GENERAL FUND

Fund Total 143,242.77

3.

General Fund

PAGE 1

DATE - 1/09/15 TIME - 9:09:07 PROG - GNL.570 REPT - FIN STATEMENT MONTCALM AREA ISD FINANCIAL STATEMENT FUND 11 GENERAL FUND December 31, 2014

ACCOUNT NUMBER / TITLE	YEAR-TO-DATE ACTIVITY	ENCUMBRANCE	CURRENT BUDGET	AVAILABLE BUDGET	% OF BUDGET COMMITTED
REVENUE ACCOUNTS 11.0111.XXXX.XXX.XXXX.XXXX.XXXX.XXX PROPERTY TAX 11.0119.XXXX.XXX.XXXX.XXXX.XXXX.XXX DELINQUENT TAX REVENUE 11.0128.XXXX.XXX.XXXX.XXXX.XXXX.XXX IN LIEU OF TAXES 11.0151.XXXX.XXX.XXXX.XXXX.XXXX.XXX INTEREST REVENUES 11.0181.XXXX.XXX.XXXX.XXXX.XXXX.XXX COMMUNITY SERVICE REVENUE 11.0192.XXXX.XXX.XXXX.XXXX.XXXX.XXX COMTRIBUTIONS & DONATIONS 11.0193.XXXX.XXX.XXXX.XXXX.XXXX.XXX GAIN OR LOSS ON F.A. SALE 11.0199.XXXX.XXX.XXXX.XXXXX.XXXX MISCELLANEOUS REVENUES 11.0311.XXXX.XXX.XXXXX.XXXX.XXXX UNRESTRICTED - STATE REV 11.0312.XXXX.XXX.XXXX.XXXXX.XXXX RESTRICTED - STATE REV 11.0312.XXXX.XXX.XXXXX.XXXX.XXXX RESTRICTED - STATE OTHERS 11.0413.XXXX.XXX.XXXXX.XXXX.XXXX RESTRICTED FED REVENUE STATE 11.0414.XXXX.XXX.XXXXX.XXXXX.XXXX RESTR FED REVENUE STATE 11.0417.XXXX.XXX.XXXXX.XXXXX.XXXX RESTR FED REV FROM STATE 11.0417.XXXX.XXX.XXXXX.XXXXX.XXXX RESTR FED REV FROM STATE 11.0417.XXXX.XXX.XXXXX.XXXXX.XXXX RESTR FED REV FROM LEA'S 11.0519.XXXX.XXXX.XXXXX.XXXXX.XXXX XXX TUITION PYMTS FROM LEA'S 11.0611.XXXX.XXXX.XXXXX.XXXXX.XXXX XXX FUND MODIF - GENERAL FUND 11.0622.XXXX.XXXX.XXXXX.XXXXX.XXXX FUND MODIF - SPEC EDUC 11.0626.XXXX.XXXX.XXXXX.XXXXX.XXXX.XXXX FUND MODIF - VOC EDUC REVENUE ACCOUNTS	29,226.60- 528.6300 194.5400 .00 .00 .72,397.15- 212,694.03- 1,029,737.77- 16,427.7500 5,919.0800 .00 88,074.00- 4,735.0000 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	353,000.00- 2,000.00- .00 300.00- .00 5,000.00- .00 90,800.00- .70,100.00- .00 .00 .00 .00 .00 .00 .0	5,000.00- 18,402.85- 557,405.97- 591,812.23- 16,427.75- 00 6,870.92- 74,700.00- 00 537,826.00- 351,365.00- 00 298,400.00- 119,000.00-	.00 % .00 % .00 % .00 % .27.62 % .63.50 % .9999.99-% .00 % .00 % .00 % .14.07 % .1.33 % .00 % .00 % .00 %
		.00 342.89	4,329,640.00- 533,540.00	2,869,705.45-	33.72 % 44.39 %
EXPENSE ACCOUNTS 11.1113.XXXX.XXX.XXXX.XXXX.XXXX.XXX.XXX BASIC INSTRUCTION 11.1118.XXXX.XXX.XXXX.XXXX.XXXX.XXX.XXX EARLY CHILDHOOD - GSRP 11.1122.XXXX.XXX.XXXX.XXXX.XXXX.XXXX.X	.00 .00 .200.00 .5,515.03 .33,495.76 .2,809.99 .00 .42,764.48 .00 .233,425.49 .00 .13,333.50 .19,756.50 .186,405.62 .00 .00 .317,773.25 .1,871.18 .173,378.62 .00 .1,877.09 .1,023.16 .00 .209,086.32 .00 .67.42 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 1,575.00 5,130.00 46,533.00 4,167.00 .00 159,500.00 .00 492,530.00 .00 14,000.00 39,500.00 360,570.00 .00 625,700.00 7,500.00 34,750.00 8,745.00 5,112.00 1,663.00 .00 434,580.00 4,830.00 1,000.00	.00 .00 1,375.00 385.03- 13,037.24 1,357.01 .00 116,735.52 .00 259,104.51 .00 .666.50 19,743.50 174,164.38 .00 .00 307,850.18 5,628.82 161,371.38 8,745.00 3,234.91 639.84 .00 213,463.88 12,057.12-	.00 % .00 % .00 % .00 % .07.51 % .71.98 % .67.43 % .00

DATE - 1/09/15 TIME - 9:09:07 PROG - GNL.570 REPT - FIN STATEMENT MONTCALM AREA ISD FINANCIAL STATEMENT FUND 11 GENERAL FUND December 31, 2014

ACCOUNT NUMBER / TITLE	YEAR-TO-DATE ACTIVITY	ENCUMBRANCE	CURRENT BUDGET	AVAILABLE BUDGET	% OF BUDGET COMMITTED
11.1331.XXXX.XXX.XXXXX.XXXXX.XXXX.XXXX COMMUNITY ACTIVITIES 11.1351.XXXX.XXX.XXXX.XXXXX.XXXX.XXX CUSTODY/CARE OF CHILDREN 11.1391.XXXX.XXX.XXXX.XXXX.XXXX.XXX OTHER COMMUNITY SERVICES 11.1411.XXXX.XXX.XXXX.XXXXX.XXXX.XXX PYMTS TO PUBLIC SCHOOLS 11.1511.XXXX.XXX.XXXXX.XXXXX.XXX DEBT SERVICE - LONG TERM 11.1611.XXXX.XXX.XXXXX.XXXXX.XXXX.XXX FUND MODIF - GENERAL FUND 11.1642.XXXX.XXX.XXXX.XXXXX.XXXX.XXX FUND MODIF - CAP PROJECTS 11.1660.XXXX.XXX.XXXX.XXXXX.XXXX.XXX INDIRECT COST 11.2458.XXXX.XXXX.XXXXX.XXXXX.XXXX.XXX TAX SHELTERED ANNUITY	2,646.98 400.00 21,744.61 54,986.58 6,467.52 .00 .00	.00 .00 .00 .00 .00 .00 .00	2,550.00 91,115.00 1,368,488.00 34,420.00 .00 .00 .00	96.98- 400.00- 69,370.39 1,313,501.42 27,952.48 .00 .00 .00	103.80 % 9999.99 % 23.87 % 4.02 % 18.79 % .00 % .00 % .00 %
EXPENSE ACCOUNTS	1,578,591.97	12,449,26	4,577,498.00	2,986,456.77	34.76 %
11.XXXX.XXXX.XXXX.XXXXXXXXXXXXXXXXXXXX	118,657.42	12,449.26	247,858.00	116,751.32	52,90 %

Special Education Fund

DATE - 1/09/15 TIME - 9:09:07 PROG - GNL.570 REPT - FIN STATEMENT

MONTCALM AREA ISD FINANCIAL STATEMENT FUND 22 SPECIAL EDUCATION FUND December 31, 2014

PAGE 3

NET TH STATEMENT December 31, 2014					
ACCOUNT NUMBER / TITLE	YEAR-TO-DATE ACTIVITY	ENCUMBRANCE	CURRENT BUDGET	AVAILABLE BUDGET	% OF BUDGET COMMITTED
REVENUE ACCOUNTS 22.0111.XXXX.XXX.XXXXX.XXXX.XXX PROPERTY TAX 22.0119.XXXX.XXX.XXXX.XXXX.XXX DELINQUENT TAX REVENUE 22.0128.XXXX.XXX.XXXX.XXXX.XXX IN LIEU OF TAXES 22.0151.XXXX.XXX.XXXX.XXXX.XXX INTEREST REVENUES 22.0181.XXXX.XXX.XXXX.XXXX.XXXX.XXX COMMUNITY SERVICE REVENUE 22.0193.XXXX.XXX.XXXX.XXXX.XXXX AXX GAIN OR LOSS ON F.A. SALE 22.0199.XXXX.XXX.XXXX.XXXXX.XXXX MISCELLANEOUS REVENUES 22.0312.XXXX.XXX.XXXX.XXXXX.XXXX RESTRICTED - STATE REV 22.0413.XXXX.XXX.XXXX.XXXXX.XXXX RESTRICTED FED REV - DIR. 22.0414.XXXX.XXX.XXXX.XXXXX.XXXX.XXX RESTRICTED FED REV FROM STATE 22.0512.XXXX.XXX.XXXX.XXXXX.XXXX.XXX LEA TRANSPORTATION PYMTS 22.0519.XXXX.XXX.XXXX.XXXXX.XXXX.XXX OTHER PYMT REC'D FROM LEA	586,834.02-6,161.58-00 1,214.25-661,896.00-22,697.00-15,892.25-984,473.95-20,820.99-32,329.36-0001,700.33-	.00 .00 .00 .00 .00 .00 .00 .00	7,074,000.00- 23,000.00- 260.00- 2,500.00- 1,260,000.00- 20,000.00- 1,000.00- 4,033,092.00- 44,780.00- 3,263,270.00- 00 655,150.00-	6,487,165,98- 16,838,42- 260,00- 1,285,75- 598,104,00- 2,697,00 14,892,25 3,048,618,05- 23,959,01- 3,230,940,64- 00 653,449,67-	8.30 % 26.79 % .00 % 48.57 % 52.53 % 113.49 % 1589.23 % 24.41 % 46.50 % .99 % .00 %
					14.25 %
EXPENSE ACCOUNTS 22.1122.XXXX.XXX.XXXX.XXXX.XXXX.XXX SPECIAL EDUCATION 22.1127.XXXX.XXX.XXXX.XXXX.XXXX.XXX CAREER & TECHNICAL EDUC. 22.1212.XXXX.XXX.XXX.XXXX.XXXX.XXXX.X	1,854,342.29 .00 46,616.64 382,813.46 231,786.00 208,074.53 107,772.02 34,549.54 544,508.63 204,657.30 42,533.73 47,552.59 655,781.54 20,753.72 .00 .00 .11,287.47 154,656.45 1,052,790.18 55,294.11 .00 .00 434.43 .00 504,632.11 10,000.00 22,750.16 .00 .00 .00 .00	887.67 .00 .00 .00 .00 .00 .00 .00 .550.47 .00 9,659.00 66.00 6,774.30 .00 .00 .00 .00 .00 .00 .00 .00 .00	4,337,280.00 45,441.00 1,336,200.00 632,150.00 524,750.00 321,070.00 114,815.00 1,478,205.00 555,834.00 25,500.00 89,550.00 1,208,364.00 45,000.00 24,000.00 329,550.00 2,099,800.00 118,528.00 8,000.00 2,079,100.00 10,000.00 120,450.00 326,681.00 .00	2,482,050.04 .00 1,175.64- 953,386.54 400,364.00 316,675.47 213,297.98 80,265.46 933,145.90 351,176.70 26,692.73- 41,931.41 545,808.16 24,246.28 .00 .00 .00 .00 .00 12,712.53 168,393.55 734,854.82 63,233.89 .00 8,000.00 1,065.57 .00 1,574,467.89 .00 .00 .00 .00 .00 .00 .00 .0	42.77 % .00 % 102.59 % 28.65 % 36.67 % 39.65 % 33.57 % 30.09 % 36.82 % 204.68 % 53.18 % 54.83 % 46.12 % .00 % .00 % 47.03 % 48.90 % 65.00 % 47.03 % 48.90 % 65.00 % .00 %
EXPENSE ACCOUNTS	6,193,586.90	336,592.44	15,831,768.00	9,301,588.66	41.25 %
22.XXXX.XXXX.XXXX.XXXXX.XXXX.XXXX SPECIAL EDUCATION FUND	3,859,567.17 90	336,592.44	545,284.00-	4,741,443.61-	769,54-%

Vocational Education Fund

DATE - 1/09/15 TIME - 9:09:07 PROG - GNL.570 REPT - FIN STATEMENT

MONTCALM AREA ISD FINANCIAL STATEMENT FUND 26 VOCATIONAL EDUCATION FUND December 31, 2014

ACCOUNT NUMBER / TITLE	YEAR-TO-DATE ACTIVITY	ENCUMBRANCE	CURRENT BUDGET	AVAILABLE BUDGET	% OF BUDGET COMMITTED
REVENUE ACCOUNTS 26.0111.XXXX.XXXX.XXXX.XXXX.XXXX.XXX PROPERTY TAX 26.0119.XXXX.XXX.XXXX.XXXX.XXXX.XXX DELINQUENT TAX REVENUE 26.0128.XXXX.XXX.XXXX.XXXX.XXXX.XXX IN LIEU OF TAXES 26.0151.XXXX.XXX.XXXX.XXXX.XXXX.XXX INTEREST REVENUES 26.0172.XXXX.XXX.XXXX.XXXX.XXXX.XXX PROGRAM SALES (MDSE) 26.0173.XXXX.XXX.XXXX.XXXX.XXXX.XXX COS DUES/FEES/LICENSES 26.0192.XXXX.XXX.XXXX.XXXXX.XXXX.XXX CONTRIBUTIONS & DONATIONS 26.0193.XXXX.XXX.XXXXX.XXXXX.XXXX.XXX GAIN OR LOSS ON F.A. SALE 26.0199.XXXX.XXX.XXXX.XXXXX.XXXX.XXX MISCELLANEOUS REVENUES 26.0312.XXXX.XXX.XXXX.XXXXX.XXXX.XXXX RESTRICTED - STATE REV 26.0413.XXXX.XXX.XXXX.XXXXX.XXXX.XXXX RESTRICTED FED REV - DIR. 26.0414.XXXX.XXX.XXXX.XXXXX.XXXX.XXXX RESTR FED REV FROM STATE 26.0511.XXXX.XXX.XXXX.XXXX.XXXX.XXXX TUITION PYMTS FROM LEA'S 26.0593.XXXX.XXX.XXXX.XXXXX.XXXX.XXXX SALE OF FIXED ASSETS 26.0641.XXXX.XXX.XXXX.XXXXX.XXXX.XXXX FUND MODIFICATION 26.1611.XXXX.XXX.XXXX.XXXXX.XXXX.XXXX FUND MODIF - GENERAL FUND	115 123 65	.00	1,404,400.00-	1,289,276.35-	8.20 %
26.0119.XXXX.XXX.XXXXX.XXXX.XXX DELINQUENT TAX REVENUE	2,241.19-	.00	1,000.00-	1.241.19	224.12 %
26.0128.XXXX.XXX.XXXX.XXXXX.XXXX IN LIEU OF TAXES	.00	.00	160.00-	160.00-	.00 %
26.0131.AAAA.AAAA.AAAAA.AAAA.AAA INIEKESI KEVENUES 26.0172.XXXX.XXX XXXX XXXXX XXX XXX PROGRAM SALFS (MDSF)	230.66 - 24 487 13-	.00	350.00- 27,200.00-	113.34- 2.712.87-	67.62 %
26.0173.XXXX.XXXX.XXXXX.XXXX.XXXX COS DUES/FEES/LICENSES	140.00-	.00	375.00-	235.00-	37.33 %
6.0192.XXXX.XXXX.XXXXX.XXXXX.XXXX CONTRIBUTIONS & DONATIONS	.00	.00	.00	.00	.00 %
20.0193.XXXX.XXX.XXXXX.XXXXX.XXXX GAIN OR LOSS ON F.A. SALE 26.0199.YXXX XXX XXXX XXXXX XXX XXX MISCRITANROUS REVENUES	.00 6 497 97-	.00	.00 157,200.00-	.00 150,712.03-	.00 %
6.0312.XXXX.XXXX.XXXXX.XXXXX.XXXX RESTRICTED - STATE REV	96.738.10-	.00	418.059.00-	321 320 90-	4.13 % 23.14 %
6.0413.XXXX.XXX.XXXX.XXXXXXXXXXXXXXXXXXXXXX	15,617.76-	.00	418,059.00- 33,810.00- 382,556.00-	18,192.24-	46.19 %
6.0414.XXXX.XXXX.XXXXX.XXXXX.XXXX RESTR FED REV FROM STATE	.00	.00	382,556.00-	18,192.24- 382,556.00- 88,200.00-	.00 %
26.0593 XXXX XXX XXXX XXXXX XXX XXX SALE OF FIXED ASSETS	41,800.00- 00	.00	130,000.00-	.00	32.15 % .00 %
6.0641.XXXX.XXX.XXXX.XXXX.XXX FUND MODIFICATION	.00	.00	.00	.00	.00 %
26.1611.XXXX.XXX.XXXXX.XXXX.XXX FUND MODIF - GENERAL FUND	.00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00	.00	.00 %
EAEWAE VOCOUNT2	302,872.46-	.00	2,555,110.00-	2,252,237.54-	11.85 %
XPENSE ACCOUNTS	E72 076 E2	1 000 01	1 000 017 00	000 110 10	47.10.0
6.1212.XXXX.XXX.XXXXX.XXXXX.XXXX.XXXX.GUIDANCE.SERVICES	40 520 67	1,222.31	1,398,217.00 177,661.00	823,118.16 137,140.33	41.13 % 22.81 %
6.1219.XXXX.XXX.XXXX.XXXX.XXX OTHER PUPIL SERVICES	.00	.00 .00 .00 .00 .00 .00	.00	.00	.00 %
6.1221.XXXX.XXX.XXXXX.XXXXX.XXXX.IMPROVEMENT OF INSTURCT	16,022.64	.00	15,321.00	701.64-	104.58 %
6 1226 XXXX XXX XXXX XXXXX XXX SUPERVISION & DIRECTION	.00 38 563 38	.00	.00 91,217.00	.00 52,653.62	.00 % 42.28 %
6.1227.XXXX.XXX.XXXX.XXXXXXXXXXXXXXXXXXXX	.00	.00	12,000.00	12,000.00	.00 %
6.1229.XXXX.XXX.XXXX.XXXXX.XXX OTHER INSTR STAFF SERVICE	2,043.38	.00	8,000.00	5,956.62	25.54 %
0.1231.XXXX.XXX.XXXXXXXXXXXXXXXXXXBUARD OF EDUCATION 6.1241 YYYY YYY YYYY YYYY YYY ORRICE OR THE DDINCIDAL	3,920.00	.00 1,100.34	4,800.00	880.00	81.67 %
6.1252.XXXX.XXX.XXXXX.XXXXX.XXXX FISCAL SERVICES	00,010.90	1,100.34	187,200.00 .00	100,083.70 .00	46.54 % .00 %
6.1259.XXXX.XXX.XXXX.XXXX.XXXX.XXX OTHER BUSINESS SERVICES	1,592.72	.00	1,700.00	107.28	93.69 %
6.1261.XXXX.XXX.XXXXX.XXXXX.XXXX OPERATION & MAINTENANCE	197,190.86	279,00	394 130 00	196,660.14	50.10 %
0.1201.AAAA.AAA.AAAA.AAAA.AAA FLANNING BYALUATION 6.1283.XXXX.XXX XXXX XXXXX XXX XXX CENTRAL STAFF SERVICES	.00	.00	.00	.00	.00 % .00 %
6.1284.XXXX.XXX.XXXX.XXXX.XXXX DATA PROCESSING SERVICES	44,018.53	.00	88 160 00	44.141.47	49 93 %
6.1411.XXXX.XXXX.XXXXX.XXXX.XXXX PYMTS TO PUBLIC SCHOOLS	9,022.00	.00	163,833.00 90,930.00 121,535.00	154.811.00	5.51 %
O.IDII.AAAA.AAA.AXXX.XXXXXXXXXXXX DEBT SERVICE - LONG TERM 6 1611 XXXX XXX XXXX XXXXX XXX XXX FIND MODIE - GENEDAL FIND	17,064.82	.00	90,930.00	73,865.18	18.77 %
6.1642.XXXX.XXXX.XXXXX.XXXX.XXXX FUND MODIF - CAP PROJECTS	.00	.00 .00 .00 .00 .00 .00 .00	.00	121,535.00 .00	.00 % .00 %
XPENSE ACCOUNTS 6.1127, XXXX.XXX.XXXX.XXXX.XXXX.XXX CAREER & TECHNICAL EDUC. 6.1212, XXXX.XXX.XXXX.XXXX.XXXX.XXX.XXX GUIDANCE SERVICES 6.1219, XXXX.XXX.XXXX.XXXX.XXXX.XXX.XXX OTHER PUPIL SERVICES 6.1221, XXXX.XXX.XXXX.XXXX.XXXX.XXX.XXX IMPROVEMENT OF INSTURCT 6.1225, XXXX.XXX.XXXX.XXXX.XXXX.XXX.XXX INSTRUCTION RELATED TECH 6.1226, XXXX.XXX.XXXX.XXXX.XXXX.XXX.XXX SUPERVISION & DIRECTION 6.1227, XXXX.XXXX.XXXX.XXXX.XXXX.XXX ACADEMIC STUDENT ASSESSMT 6.1229, XXXX.XXXX.XXXX.XXXX.XXXX ACADEMIC STUDENT ASSESSMT 6.1229, XXXX.XXXX.XXXX.XXXX.XXXX BOARD OF EDUCATION 6.1241, XXXX.XXXX.XXXX.XXXX.XXXX BOARD OF EDUCATION 6.1241, XXXX.XXX.XXXX.XXXX.XXXX SUPERVICES 6.1252, XXXX.XXX.XXXX.XXXX.XXXX.XXX OFFICE OF THE PRINCIPAL 6.1252, XXXX.XXX.XXXX.XXXX.XXXX.XXX OTHER BUSINESS SERVICES 6.1261, XXXX.XXX.XXXX.XXXXX.XXXX.XXX OPERATION & MAINTENANCE 6.1281, XXXX.XXXX.XXXX.XXXX.XXXX.XXX CENTRAL STAFF SERVICES 6.1281, XXXX.XXXX.XXXXX.XXXX.XXXX.XXX DEBT SERVICE - LONG TERM 6.1281, XXXX.XXXX.XXXX.XXXX.XXXX.XXXX DEBT SERVICE - LONG TERM 6.1611, XXXX.XXX.XXXX.XXXXX.XXXX.XXXX FUND MODIF - GENERAL FUND 6.1642, XXXX.XXX.XXXX.XXXX.XXXX.XXXX.XXX FUND MODIF - CAP PROJECTS XPENSE ACCOUNTS	1,029,851.49	2,601.65	2,754,704.00		
5.XXXX.XXXX.XXXX.XXXXXXXXXXXXXXXXXXXXX	726,979.03	2,601.65	199,594.00	529,986.68-	365.53 %