

FIRST AMENDED AND RESTATED  
INTERLOCAL AGREEMENT

This interlocal agreement between the DEPARTMENT OF EDUCATION, a principal department of Michigan state government (the “**Department**”), the ALLEGAN AREA EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, the BAY-ARENAC INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the BERRIEN REGIONAL EDUCATION SERVICE AGENCY, a Michigan public body corporate, the BRANCH INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the CALHOUN INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the CLARE-GLADWIN REGIONAL EDUCATION SERVICE DISTRICT, a Michigan public body corporate, the CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, the C.O.O.R. INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the DICKINSON-IRON INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the GENESEE INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the GOGEBIC-ONTONAGON INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the HURON INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the INGHAM INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the KALAMAZOO REGIONAL EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, the KENT INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the LENA WEE INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the LIVINGSTON EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, the MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, the MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the MIDLAND COUNTY EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, the MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the MONTCALM AREA INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the MUSKEGON AREA INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the NEWAYGO COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, OAKLAND SCHOOLS, a Michigan public body corporate, the OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the SAGINAW INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT, a Michigan public body corporate, the ST. CLAIR COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, the ST. JOSEPH COUNTY INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the TUSCOLA INTERMEDIATE

SCHOOL DISTRICT, a Michigan public body corporate, the VAN BUREN INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the WASHTENAW INTERMEDIATE SCHOOL DISTRICT, a Michigan public body corporate, the WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY, a Michigan public body corporate, and the WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL DISTRICT (each a **“Participant”**).

The ever-growing knowledge and public awareness of the links between early childhood development and education and later success in school and in life has led to an increased awareness of the need to focus on the development and education of young children.

Successful early childhood development and education programs require long-term continuity, maximum flexibility, and intergovernmental cooperation to ensure that every child in Michigan, from birth to age eight, is healthy, thriving, developmentally on track, and prepared to succeed in school and in life.

The Department has the power, privilege, and authority to perform various early childhood development and education activities and administers the state of Michigan’s public early childhood programs.

Each Participant also has the power, privilege, and authority to perform various early childhood development and education activities.

Early childhood development programs and activities throughout Michigan can be enhanced and improved by continued cooperation between the Department and Participants.

Participants are authorized under section 601a of The Revised School Code, 1976 PA 451, as amended, MCL 380.601a, to operate preschool, lifelong education, enrichment programs, and recreation programs and to enter into agreements or cooperative arrangements with other entities, public or private, as part of performing their functions.

Section 28 of article VII of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a public agency to exercise jointly with any other public agency any power, privilege or authority that the public agencies share in common and that each might exercise separately.

The Department and the Participants want to continue to jointly exercise powers related to early childhood development and education.

Certain powers of the Department of Education relating to early childhood development and education were originally vested in the Family Independence Agency, which was renamed the Department of Human Services by Executive Order 2004-38, MCL 400.226, and those powers were transferred to the Department of Education by Executive Order 2011-8, MCL 388.1281.

The parties therefore agree as follows:

## **ARTICLE 1 DEFINITIONS**

1.01. **Defined Terms.** As used in this agreement:

- (a) **“Act 7”** means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.
- (b) **“Budget Act”** means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.
- (c) **“CEO”** means the chief executive officer of the Corporation.
- (d) **“Corporation”** means the public body corporate established under section 3.01.
- (e) **“Corporation Board”** means the board of the Corporation.
- (f) **“Department of Education” or “Department”** means the principal department of Michigan state government created by section 300 of the Executive Organization Act of 1965, MCL 16.400.
- (g) **“Effective Date”** means the date on which all of the following are satisfied:
  - (i) the original version of this agreement before any amendment or restatement (the **“Original Agreement”**) is approved by the Family Independence Agency;
  - (ii) the Original Agreement is approved by the Branch Intermediate School District;
  - (iii) the Original Agreement is approved by the Governor;
  - (iv) the Original Agreement is filed with the Michigan Department of State, Office of the Great Seal; and
  - (v) the Original Agreement is filed with the county clerk of Ingham County and the clerk of each county in which the Branch Intermediate School District is located.
- (h) **“Eligible Public Agency”** means an Intermediate School District.
- (i) **“Executive Committee”** means the executive committee of the Corporation.
- (j) **“Fiscal Year”** means the fiscal year of the Corporation, beginning on October 1 of each year and ending on September 30 of the following year.
- (k) **“FOIA”** means the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

(l) **“Intermediate School District”** means a public body corporate governed by an intermediate school board and established within one or more counties of the State of Michigan as authorized under part 7 of The Revised School Code, 1976 PA 451, as amended, MCL 380.601 to 380.705.

(m) **“OMA”** means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

(n) **“Participant”** means an Intermediate School District that is a party to this agreement.

(o) **“Person”** means an individual, authority, corporation, limited liability company, partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.

(p) **“Public Agency”** means that term as defined under section 2(e) of Act 7, MCL 124.502(e).

(q) **“Request Form”** means the document by which an Eligible Public Agency applies to become a Participant under article 9.

(r) **“State”** means the state of Michigan.

(s) **“State Superintendent”** means the superintendent of public instruction appointed by the State Board of Education under section 3 of article VIII of the Michigan Constitution of 1963.

1.02. **Captions and Headings.** The captions, headings, and titles in this agreement are a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

1.03. **Plural Terms.** A term or phrase in this agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

## **ARTICLE 2 PURPOSE**

2.01. **Purpose.** The purpose of this agreement is to create and empower the Corporation to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including, but not limited to, the performance of successful, effective, and efficient coordination and delivery of early childhood development and education programs and functions throughout the State.

2.02. **Programs and Functions.** The Corporation’s early childhood programs and functions include, without limitation, the following:

- (a) The provision of information and assistance regarding any of the following:

- (i) early childhood development and education for children from birth through age eight;
  - (ii) the design of quality early childhood programs;
  - (iii) educational opportunities and qualifications for child-care providers and educators;
  - (iv) community activities to promote early childhood development and education;
  - (v) statistics regarding children receiving early childhood development and education services;
  - (vi) information for parents or guardians regarding early childhood development;
  - (vii) community-based systems for the delivery of services related to early childhood development and education; and
  - (viii) resources for persons seeking to implement early childhood programs.
- (b) Seeking, accepting, and expending moneys to fund early childhood programs and functions.
  - (c) Attempting to assure a long-standing and sustained focus on early childhood development and education within this State.
  - (d) Encouraging public and private commitment to early childhood development and fostering public-private partnerships.
  - (e) Enhancing coordination and encouraging consolidation of efforts to advance early childhood development and education.
  - (f) Providing Persons, including, but not limited to, parents, guardians, educators, and other caregivers, education in early childhood development and education skills.
  - (g) Assisting efforts to expand access to quality early childhood development and education programs and services to all children and their families in this State.
  - (h) Assisting in the development of strategic plans relating to early childhood development and education to better serve young children and their families.
  - (i) Informing Persons in this State of evidence-based, research-effective strategies that are important in facilitating early childhood development and education.
  - (j) Promoting and maintaining this State as a leader in childhood development and education research, innovation, program evaluation, and advocacy.

### **ARTICLE 3**

#### **CREATION OF MICHIGAN EARLY CHILDHOOD INVESTMENT CORPORATION**

3.01. **Creation and Status.** The Michigan Early Childhood Investment Corporation is established as a separate legal entity for the purpose of administering and executing this agreement. The Corporation is a public body corporate with the powers granted under this agreement and applicable law.

3.02. **Principal Office.** The principal office of the Corporation shall be at a location determined by the Executive Committee.

3.03. **Title to Corporation Assets.** All property owned by the Corporation is owned by the Corporation as a separate legal entity and public body corporate, and no party has any ownership interest in Corporation property.

3.04. **Tax-Exempt Status.** The parties intend the activities of the Corporation to be tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The parties also intend the activities of the Corporation to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the income tax under the Income Tax Act, 1967 PA 281, as amended, MCL 206.1 to 206.713, and property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.05. **Compliance with Law.** The Corporation shall comply with all federal and state laws, rules, regulations, and orders applicable to the Corporation and this agreement.

3.06. **Relationship of parties.** No party will be responsible for the acts of the Corporation or of the employees, agents, and servants of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties will only be bound and obligated under this agreement as expressly agreed to by each party under this agreement and no party may otherwise obligate any other party under this agreement.

3.07. **Non-parties.** Except as expressly provided in this agreement, this agreement does not create for any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this agreement, or any other right.

### **ARTICLE 4**

#### **CORPORATION BOARD AND CEO**

4.01. **Corporation Board Composition.** (a) The Corporation will have a Corporation Board.

(b) Before the Reorganization Date, the Corporation Board will include all of the following:

(i) one member appointed by each Participant and serving at the will of the appointing Participant;

(ii) for each member appointed by a Participant, up to two residents of this State appointed by the Governor as a member and serving at the will of the Governor; and

(iii) the State Superintendent or his or her designee from within the Department.

(c) A member of the Corporation Board appointed under section 4.01(b)(i) or (ii) with an effective date of appointment before the Reorganization Date is removed from the Corporation Board on the Reorganization Date, but may be reappointed to the Corporation Board under section 4.01(d).

(d) On and after the Reorganization Date, the Corporation Board will include all of the following:

(i) one member appointed by each Participant;

(ii) fifteen members appointed by the Governor; and

(iii) the State Superintendent or his or her designee from within the Department.

(e) All of the following apply to members of the Corporation Board appointed by a Participant under section 4.01(d)(i):

(i) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;

(ii) a member may be removed at the will of the Participant that appointed the member;

(iii) a vacancy caused for a reason other than the expiration of a term must be filled by the Participant that appointed the vacating member for the remainder of the vacating member's unexpired term; and

(iv) a member may continue to serve after the expiration of a term until a successor is appointed and qualified.

(f) All of the following apply to members of the Corporation Board appointed by the Governor under section 4.01(d)(ii):

(i) of the members initially appointed by the Governor, four members must be appointed for an initial term of four years, four members must be appointed for an

initial term of three years, four members must be appointed for an initial term of two years and three members must be appointed for an initial term of one year;

(ii) after the initial appointments under section 4.01(f)(i), each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;

(iii) a vacancy caused for a reason other than the expiration of a term must be filled by the Governor for the remainder of the member's unexpired term; and

(iv) a member may continue to serve after the expiration of his or her term until a successor is appointed and qualified.

(g) For purposes of this section, "**Reorganization Date**" means the date 60 days after the effective date of the first amendment to this agreement under section 10.08.

**4.02. Corporation Board Power.** The Corporation Board shall authorize and approve the annual audit of the Corporation, evaluate the performance of the Corporation, and shall, if required by law, review acts of the Executive Committee. The Corporation Board may advise the Executive Committee on all matters relating to the Corporation, including, but not limited to, the Corporation's budget and amendments to this agreement.

**4.03. Corporation Board Meetings.** The Corporation Board shall hold at least one annual meeting at the place, date, and time determined by the Corporation Board. Meetings of the Corporation Board must comply with the OMA. Public notice of the time, date, and place of Corporation Board meetings must be given in the manner required by the OMA.

**4.04. Corporation Board Quorum and Voting.** A majority of the members of the Corporation Board then in office will constitute a quorum for the transaction of business. The Corporation Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Corporation Board shall not engage in proxy voting.

**4.05. Corporation Executive Committee.** The Corporation will have an Executive Committee of 15 members of the Corporation Board. The members of the Executive Committee will include the State Superintendent, or his or her designated representative from within the Department serving as a member of the Corporation Board, and 14 members of the Corporation Board appointed by the Governor. The members of the Executive Committee appointed by the Governor must include at least one of the members of the Corporation Board appointed by a Participant.

**4.06. Executive Committee Terms of Office.** The initial terms of office of the members of the Executive Committee will be as follows:

- (a). Four members appointed for a term of four years.
- (b). Four members appointed for a term of three years.
- (c). Three members appointed for a term of two years.



- (d). Three members appointed for a term of one year.

After the initial terms, subsequent appointments will be for terms of four years. A vacancy on the Executive Committee caused other than by expiration of a term will be filled in the same manner as the original appointment for the balance of the unexpired term. To serve as a member of the Executive Committee, a person must be a member of the Corporation Board.

**4.07. Executive Committee Powers.** Except as otherwise provided in this agreement, the Executive Committee shall exercise the powers of the Corporation. The Executive Committee shall appoint the Chief Executive Officer of the Corporation. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement.

**4.08. Executive Committee Meetings.** The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee shall comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

**4.09. Executive Committee Quorum and Voting.** A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee may not engage in proxy voting.

**4.10. Ethics and Conflicts of Interest.** The Executive Committee shall adopt ethics policies governing the conduct of Corporation Board members, the Executive Committee, and the officers and employees of the Corporation. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Corporation Board, the Executive Committee, and the officers and employees of the Corporation will be deemed to be public servants under 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

**4.11. CEO.** The Executive Committee shall appoint the chief executive officer of the Corporation who shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Corporation, subject to oversight of the Executive Committee. The CEO shall receive such compensation as determined by the Executive Committee. All terms and conditions of the CEO's employment, including length of service, shall be specified in a written contract between the CEO and the Corporation. The CEO will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or discharge the CEO by a vote of not less than the majority of the members of the Executive Committee.

**4.12. Fiduciary Duty.** The members of the Corporation Board, the Executive Committee, and the CEO are under a fiduciary duty to conduct the activities and affairs of the Corporation in the best interests of the Corporation, including the safekeeping and use of all Corporation monies and assets for the benefit of the Corporation. The members of the

Corporation Board, the Executive Committee and the CEO shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.13. **Compensation.** The members of the Corporation Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Corporation Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Corporation Board and the Executive Committee may be reimbursed by the Corporation for actual and necessary expenses incurred (such as travel and meals) in the discharge of their official duties.

## **ARTICLE 5 GENERAL POWERS OF THE CORPORATION**

5.01. **Powers Granted.** In carrying out its purposes, the Corporation may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and other applicable law. The Corporation may not bind a party, unless otherwise agreed to by the party. The enumeration of a power in this agreement is not a limitation upon the powers of the Corporation. Among other things, the Corporation may:

- (a) make or enter into contracts;
- (b) employ agencies or employees;
- (c). acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;
- (f) cooperate with a Public Agency, an agency or instrumentality of the Public Agency;
- (g) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h) form other entities necessary to further the purposes of this agreement; and
- (i) sue and be sued in the name of the Corporation.

5.02. **Additional Powers.** The Corporation also may:

- (a) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;
- (b) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;
- (c) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;
- (d) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;
- (e) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;
- (f) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;
- (g) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;
- (h) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;
- (i) engage auditors to perform independent audits of the financial statements of the Corporation;
- (j) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;
- (k) employ legal, financial and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;
- (l) study, develop, and prepare the reports or plans the Corporation considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and
- (m) indemnify, as permitted by law, and procure insurance indemnifying any members of the Corporation Board, Executive Committee, or officers or employees of the Corporation from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Corporation.

5.03. **Bonds or Notes; Limitation.** The Corporation shall not issue any type of bond in its own name, except as provided in this section, or in any way indebted a party except as expressly authorized by that party. The Corporation may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes provided that the Corporation shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Corporation, exceeds 2 mills of the taxable value of the taxable property within the parties as determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Corporation are the debt of the Corporation and not of the parties. Bonds or notes issued by the Corporation are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Corporation are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.282, as required by section 7(8) of Act 7.

5.04. **Tax Limitation.** The Corporation shall not levy any type of tax within the boundaries of any party. A party is not prohibited from levying a tax and assigning revenue from the tax to the Corporation.

5.05. **Limitation on Political Activities.** The Corporation shall not spend any public funds on political activities. This section 5.05 is not intended to prohibit the Corporation from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.06. **No Waiver of Governmental Immunity.** The parties believe that nothing in this agreement is a waiver by any party of any governmental immunity provided under Act 7 or other law.

## **ARTICLE 6**

### **SPECIFIC CORPORATION POWERS**

6.01. **Early Childhood Development and Education.** The Corporation may continually and diligently endeavor to encourage early childhood development and education, promote the social and educational enrichment of children from birth through age eight, provide related training, education, and support services, and enhance cooperation in these areas.

6.02. **Contracting.** The Corporation may enter into agreements, contracts or arrangements with a governmental entity or other Person necessary or appropriate to assist the Corporation in carrying out its duties and functions.

6.03. **Donations.** The Corporation may accept gifts, grants, bequests and other donations for use in performing the Corporation's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Corporation may receive local, State, and federal funds to accomplish its purposes.

6.04. **Intergovernmental Activities.** The Corporation may form and own other legal entities to further the purposes of this agreement. The Corporation may cooperate with a Public

Agency, an instrumentality of that Public Agency, or other legal or administrative entity created under Act 7.

6.05. **Limitation of Powers.** The Corporation may not levy any type of tax within the boundaries of any party or incur debt, liabilities, or obligations that constitute debts, liabilities, or obligations of any party.

6.06. **Employees.** The Corporation shall function as the employer of any employees of the Corporation and have the responsibility, authority, and right to manage and direct the employees. No employment relationship exists between the Corporation and an employee of a Participant or other party.

## **ARTICLE 7 BOOKS, RECORDS, AND FINANCES**

7.01. **Corporation Records.** The Corporation shall keep and maintain at the principal office of the Corporation all documents and records of the Corporation. The Corporation shall make the records of the Corporation available to the parties. The records of the Corporation must include a copy of the Original Agreement, any amendments, and any amended and restated agreements. The records and documents must be maintained until termination of this agreement and then be transmitted to any successor entity or, if none, to the State.

7.02. **Financial Statements and Reports.** The Corporation shall prepare, or cause to be prepared, at its own expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Corporation shall make a copy available to each of the parties.

7.03. **Audits.** The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Corporation and audits of its financial statements and making recommendations to the Corporation Board on approval of the annual audit. If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee. The Corporation may require at least one member to be specifically knowledgeable about financial reports.

7.04. **FOIA.** The Corporation shall be subject to and comply with the FOIA.

7.05. **Budget Act.** The Corporation shall be subject to and comply with the Budget Act. Unless otherwise designated by the Executive Committee, the CEO shall serve as the chief administrative officer of the Corporation. The CEO shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Corporation for each Fiscal Year.

7.06. **Deposits and Investments.** The Corporation shall deposit and invest funds of the Corporation not otherwise employed in carrying out the purposes of the Corporation in

accordance with an investment policy established by the Executive Committee that is consistent with applicable law.

7.07. **Disbursements.** Disbursements of money of the Corporation must be in accordance with the budget adopted by the Executive Committee, consistent with any guidelines established by the Executive Committee, and in accordance with applicable law.

## **ARTICLE 8 WITHDRAWAL; TERMINATION**

8.01. **Term.** This agreement begins on the Effective Date and continues for an initial term of ten (10) years (the “**Initial Term**”). After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties. The term of this agreement also ends upon any of the following:

- (a) withdrawal by all parties under sections 8.02 and 8.03;
- (b) withdrawal by the Department under section 8.02; or
- (c) withdrawal by all Participants under section 8.03.

8.02. **Withdrawal by Department.** The Department may withdraw from this agreement upon six months’ notice to the Corporation.

8.03. **Withdrawal by a Participant.** A Participant may withdraw from this agreement upon six months’ notice to the Corporation. The withdrawal of a Participant will not terminate or otherwise affect this agreement as to the remaining parties if at least one Participant remains a party to this agreement.

8.04. **Disposition upon Termination.** As soon as possible after termination of this agreement, the Corporation shall wind up its affairs as follows:

- (a) all of the Corporation’s debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Corporation and distribution of its assets must be paid first; and
- (b) title to all property and assets owned by the Corporation must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to a successor entity.

## **ARTICLE 9 ADMISSION OF PARTICIPANTS**

9.01. **Procedure.** An Eligible Public Agency may become a Participant by submitting to the Chief Executive Officer a Request Form in the form included at exhibit A in a manner consistent with guidelines established by the Executive Committee. A Request Form must be accompanied with an opinion of legal counsel as provided in section 9.04 and a resolution

adopted by the governing body of the Eligible Public Agency in the form provided at exhibit B. The CEO may recommend approval or denial of a request from an Eligible Public Agency to become a Participant. If the Executive Committee approves the request from the Eligible Public Agency, the Executive Committee shall adopt a resolution admitting the Eligible Public Agency as a Participant and transmit a copy of the resolution to the Eligible Public Agency for filing with the Michigan Department of State's Office of the Great Seal and the county clerk of each county in which Eligible Public Agency is located along with the resolution adopted by the governing body of the Eligible Public Agency and a copy of this agreement signed by the Eligible Public Agency. If the Executive Committee does not approve the request from the Eligible Public Agency, the Eligible Public Agency is not a Participant.

9.02. **Admission Date.** The effective date of admission of a Participant is the date on which this agreement containing the name and signatory of the Participant is filed with the Michigan Department of State's Office of the Great Seal and with the county clerk of each county in this State in which the Participants are located.

9.03. **Not an Amendment to Agreement.** The admission of an additional Participant does not constitute an amendment to, or alternative form of, this agreement.

9.04 **Counsel Opinion.** A Request Form submitted by an Eligible Public Agency under section 9.01 must be accompanied by an opinion of legal counsel to the Eligible Public Agency in the form detailed at exhibit C.

## **ARTICLE 10 ADDITIONAL PROVISIONS**

10.01. **Execution; Counterparts.** Each party shall sign not less than four counterparts of this agreement, each of which will be deemed an original but all counterparts will constitute one instrument.

10.02. **Notices.** Any and all correspondence or notices required, permitted, or provided for under this agreement to be delivered to any party must be sent to that party by first class mail. All such written notices must be sent to each other party's signatory to this agreement, or that signatory's successor, or in care of the State Superintendent in the case of the Department. All correspondence will be considered delivered to a party as of the date that the notice is deposited with sufficient postage with the United States Postal Service. All notices of withdrawal must be sent via certified mail.

10.03. **Entire Agreement.** This agreement is the entire agreement between the parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this agreement.

10.04. **Severability.** The parties intend as follows:

(a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

(b) that if an unenforceable provision is modified or disregarded in accordance with this section 10.04, then the rest of this agreement will remain in effect as written; and

(c) that any provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

10.05. **Governing Law.** The laws of this State, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement.

10.06. **Cross-References.** References in this agreement to any Article include all sections, subsections, and paragraphs in the Article; unless specifically noted otherwise herein, references in this agreement to any Section include all subsections and paragraphs in the Section.

10.07. **Modification.** No amendment of this agreement will be effective unless it is in writing, signed by the parties, and approved as required by applicable law.

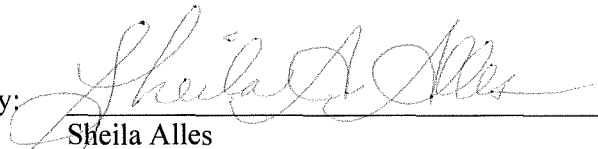
10.08. **Effective Date of Amendment.** The Original Agreement was effective on the Effective Date. This first amended and restated interlocal agreement will be effective after it has been approved by the governing body of each party, the parties have signed it (as indicated by the date associated with that party's signature), it has been approved in writing by the Superintendent of Public Instruction and the Governor, and a copy of the signed first amended and restated interlocal agreement has been filed with the Michigan Department of State's Office of the Great Seal and each county clerk of a county of this State in which a party is located. The date this first amended and restated interlocal agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date that all of the parties have signed it. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

The parties are signing this first amended and restated agreement on the date stated opposite each party's signatures.

MICHIGAN DEPARTMENT OF EDUCATION

Dated: 10-23-2018

By:

  
Sheila Alles

Interim Superintendent of Public Instruction





STATE OF MICHIGAN  
EXECUTIVE OFFICE  
LANSING

RICK SNYDER  
GOVERNOR

BRIAN CALLEY  
LT. GOVERNOR

December 19, 2018

Ms. Jane Schmitt  
Michigan Department of Education  
Office of Financial Management  
608 West Allegan  
Lansing, MI 48933

Re: First Amended and Restated Interlocal Agreement for the Creation of the Michigan Early Childhood Investment Cooperation

Dear Ms. Schmitt:

I am responding to the request for approval of the proposed First Amended and Restated Interlocal Agreement for the Creation of the Michigan Early Childhood Investment Cooperation. Based on the review from the Attorney General's Office, I am notifying you that I approve the proposed Interlocal Agreement pursuant to the Urban Cooperation Act (UCA), 1967 (Ex Sess) PA 7, MCL 124.501 *et seq.*

Sincerely,

Rick Snyder  
Governor

c: Attorney General's Office, State Operations Division

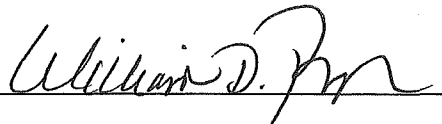
Dept of Attorney General

DEC 20 2018

State Operations Division  
RECEIVED

ALLEGAN AREA EDUCATIONAL SERVICE  
AGENCY

Dated: December 19, 2017

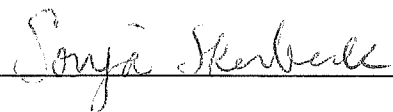
By:   
Name: William D. Brown  
Superintendent

Certification

I, Sonja Skerbeck, secretary of the intermediate school board (the "ISD Board") of the Allegan Area Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 19, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: December 19, 2017

By:   
Name: Sonja Skerbeck  
Secretary

BAY-ARENAC INTERMEDIATE SCHOOL  
DISTRICT

Dated: 4/24/18

By: Deborah Kadish  
Name: Deborah Kadish  
Superintendent

Certification

I, Penny L Pynnönen, secretary of the intermediate school board (the "ISD Board") of the Bay-Arenac Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4-23-18

By: Penny L. Pynnönen  
Name: Penny L Pynnönen  
Secretary

BERRIEN REGIONAL EDUCATION SERVICE  
AGENCY

Dated: April 30, 2018

By: Kevin M. Ivers

Name: Kevin M. Ivers  
Superintendent

Certification

I, J. Allene Smith, secretary of the intermediate school board (the "ISD Board") of the Berrien Regional Education Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 13, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: April 30, 2018

By: J. Allene Smith

Name: J. Allene Smith  
Secretary

BRANCH INTERMEDIATE SCHOOL DISTRICT

Dated: December 13, 2017

By: Joseph M. Lopez

Name: Joseph M. Lopez  
Superintendent

Certification

I, John Bolton, secretary of the intermediate school board (the "ISD Board") of the Branch Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 13, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: December 13, 2017

By: John H. Bolton  
Name: John H. Bolton  
Secretary

CALHOUN INTERMEDIATE SCHOOL  
DISTRICT

Dated: Dec. 11, 2017

By: T. Kinger  
Name: T. LUNGER  
Superintendent

Certification

I, JoAnne Miller, secretary of the intermediate school board (the "ISD Board") of the Calhoun Intermediate School District (the "ISD"), hereby certify all of the following:


- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 11, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: Dec 11, 2017

By: JoAnne Miller  
Name: JoAnne Miller  
Secretary

CHARLEVOIX-EMMET INTERMEDIATE  
SCHOOL DISTRICT

Dated: 5/16/18

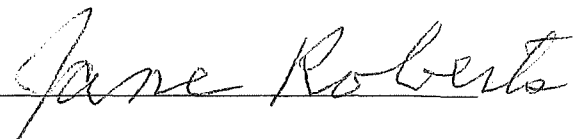
By:   
Name: Jeff Crouse  
Superintendent

Certification

I, Jane Roberts, secretary of the intermediate school board (the "ISD Board") of the Charlevoix-Emmet Intermediate School District (the "ISD"), hereby certify all of the following:

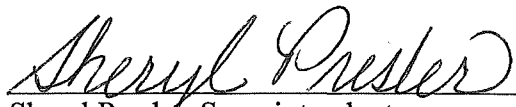
- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: May 21, 2018

By:   
Name: Jane Roberts  
Secretary

CLARE-GLADWIN REGIONAL EDUCATION  
SERVICE DISTRICT

November 15, 2017

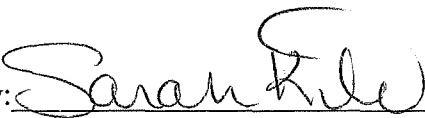
By:   
Sheryl Presler, Superintendent

**Certification**

I, Sarah Kile, secretary of the intermediate school board (the “**ISD Board**”) of the Clare-Gladwin Regional Education Service District (the “**ISD**”), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on Wednesday, November 15, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: November 15, 2017

By:   
Sarah Kile, Secretary



CLINTON COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY

Dated: (5.15.18)

By: Wayne Petroelje

Name: Wayne Petroelje  
Superintendent

Certification

I, Jan Nurenberg, secretary of the intermediate school board (the "ISD Board") of the Clinton County Regional Education Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 4, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: May 14, 2018

By: Jan Nurenberg


Name: Jan Nurenberg  
Secretary

C.O.O.R. INTERMEDIATE SCHOOL DISTRICT

Dated:

5/4/18

By:



Name:

Gregory A. Bush  
Superintendent

Certification

I, Nancy Persing, secretary of the intermediate school board (the "ISD Board") of the C.O.O.R. Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 8, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated:

5-9-18

By:



Name:

Nancy Persing  
Secretary

COPPER COUNTRY INTERMEDIATE SCHOOL  
DISTRICT

Dated: 11/21/17

By: George Stockero, Jr.

Name: George G. Stockero, Jr.  
Superintendent

Certification

I, Karen M. Johnson, secretary of the intermediate school board (the "ISD Board") of the Copper Country Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 21, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 11/21/17

By: Karen M. Johnson

Name: Karen M. Johnson  
Secretary

DELTA-SCHOOLCRAFT INTERMEDIATE  
SCHOOL DISTRICT

Dated: 4/18/18

By: Doug Leisenring  
Name: Doug Leisenring  
Superintendent

Certification

I, Mary Simonsen, secretary of the intermediate school board (the "ISD Board") of the Delta-Schoolcraft Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 14, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4/27/18

By: Mary Simonsen  
Name: Mary Simonsen  
Secretary

DICKINSON-IRON INTERMEDIATE SCHOOL  
DISTRICT

Dated: 4/26/18

By: Wendy L. Warmuth

Name: Wendy L. Warmuth  
Superintendent

Certification

I, Nancy deKoster, secretary of the intermediate school board (the "ISD Board") of the Dickinson-Iron Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 8, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4/26/18

By: Nancy deKoster

Name: Nancy deKoster  
Secretary

EASTERN UPPER PENINSULA  
INTERMEDIATE SCHOOL DISTRICT

Dated: 5-15-18

By: D. Reatto

Name: D. Reatto  
Superintendent

Certification

I, Janice O'Boyle, secretary of the intermediate school board (the "ISD Board") of the Eastern Upper Peninsula Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 13, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 05.15.18

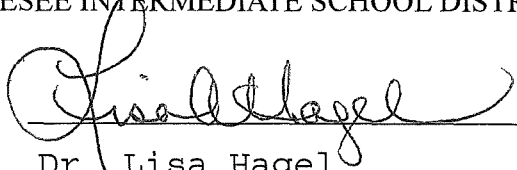
By:

Janice C. O'Boyle  
Name: Janice C. O'Boyle  
Secretary

GENESEE INTERMEDIATE SCHOOL DISTRICT

Dated: May 8, 2018

By:



Name: Dr. Lisa Hagel

Superintendent

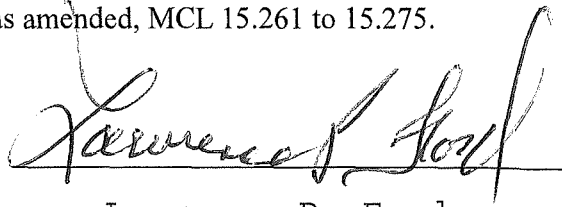
Certification

I, Lawrence P. Ford, secretary of the intermediate school board (the "ISD Board") of the Genesee Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 12, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: May 8, 2018

By:




Name: Lawrence P. Ford

Secretary

GOGEBIC-ONTONAGON INTERMEDIATE  
SCHOOL DISTRICT

Dated: 4-18-18


By:   
Name: Bruce F. Mayle  
Superintendent

Certification

I, Edwin Martinson, secretary of the intermediate school board (the "ISD Board") of the Gogebic-Ontonagon Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 15, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4-18-18

By:   
Name: Edwin Martinson  
Secretary



Dated: 4/23/18

HURON INTERMEDIATE SCHOOL DISTRICT

By: 


Name: Joseph W. Murphy  
Superintendent

Certification

I, Emily Turner, secretary of the intermediate school board (the "ISD Board") of the Huron Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 15, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

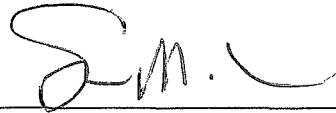
Dated: 4/19/2018

By: 

Name: Emily Turner  
Secretary

INGHAM INTERMEDIATE SCHOOL DISTRICT

Dated: 4/19/18

By: 

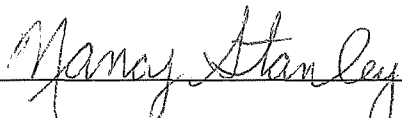
Name: Dr. Scott M. Koenigsknecht  
Superintendent

Certification

I, Nancy Stanley, secretary of the intermediate school board (the "ISD Board") of the Ingham Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 21, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.


Dated: 4/20/2018

By: 

Name: Nancy Stanley  
Secretary

JACKSON COUNTY INTERMEDIATE SCHOOL  
DISTRICT

Dated: April 24, 2018

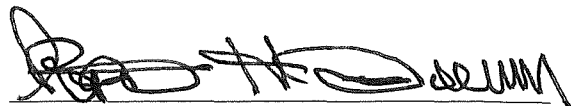
By:   
Name: Kevin Oxley  
Superintendent

Certification

I, Robert Inman, secretary of the intermediate school board (the "ISD Board") of the Jackson County Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 21, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: April 24, 2018

By:   
Name: Robert Inman  
Secretary

KALAMAZOO REGIONAL EDUCATIONAL  
SERVICE AGENCY

Dated: April 19, 2018

By: 

Name: David Campbell  
Superintendent

Certification

I, Lynne Cowart, secretary of the intermediate school board (the "ISD Board") of the Kalamazoo Regional Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on January 18, 2018;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: April 19, 2018

By: 

Name: Lynne Cowart  
Secretary

KENT INTERMEDIATE SCHOOL DISTRICT

Dated: May 1, 2018

By: 


Name: Ron Caniff  
Superintendent

Certification

I, Claudia Bajema, secretary of the intermediate school board (the "ISD Board") of the Kent Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.


Dated: May 1, 2018

By: 

Name: Claudia Bajema  
Secretary

LENAWEE INTERMEDIATE SCHOOL  
DISTRICT

Dated: 01/17/18

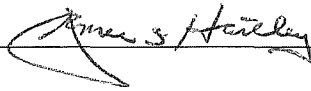
By:   
Name: Mark E. Haag, Ed.S.  
Superintendent

**Certification**

I, James Hartley, secretary of the intermediate school board (the “**ISD Board**”) of the Lenawee Intermediate School District (the “ISD”), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December ;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 2/5/18

By:   
Name: James Hartley  
Secretary

LIVINGSTON EDUCATIONAL SERVICE  
AGENCY

Dated: 5-9-18

By: 

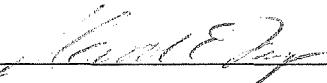
Name: R. Michael Hubert  
Superintendent

Certification

I, Harold Fryer, secretary of the intermediate school board (the "ISD Board") of the Livingston Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on January 10, 2018;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 5-9-18

By: 

Name: Harold E. Fryer  
Secretary

MARQUETTE-ALGER REGIONAL  
EDUCATIONAL SERVICE AGENCY

Dated: May 14, 2018

By: 

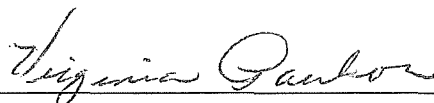
Name: Deborah L. Veiht  
Superintendent

Certification

I, Virginia Paulson, secretary of the intermediate school board (the "ISD Board") of the Marquette-Alger Regional Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 13, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: May 14, 2018

By: 

Name: Virginia Paulson  
Secretary



MECOSTA-OSCEOLA INTERMEDIATE  
SCHOOL DISTRICT

Dated: 5/14/18

By: Steve Locke

Name: Steve Locke  
Superintendent

Certification

I, Michael Wyman, secretary of the intermediate school board (the "ISD Board") of the Mecosta-Osceola Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 11, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 5/14/18

By: Michael Wyman

Name: Michael Wyman  
Secretary

MENOMINEE COUNTY INTERMEDIATE  
SCHOOL DISTRICT

Dated: 4/20/18

By: Michele B. Lemire  
Name: Michele B. Lemire  
Superintendent

Certification

I, Michael Cattani, secretary of the intermediate school board (the "ISD Board") of the Menominee County Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4-25-18

By: Michael Cattani  
Name: Michael Cattani  
Secretary

MIDLAND COUNTY EDUCATIONAL SERVICE  
AGENCY

Dated: May 14, 2018

By: John M. Searles

Name: John M. Searles  
Superintendent

Certification

I, Annmarie F. Hawkins, secretary of the intermediate school board (the "ISD Board") of the Midland County Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 21, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.


Dated: May 14, 2018

By: Annmarie F. Hawkins

Name: Annmarie F. Hawkins  
Secretary

MONROE COUNTY INTERMEDIATE SCHOOL  
DISTRICT

Dated: 4/20/18


By:   
Name: Stephen J. McNew  
Superintendent

Certification

I, Paul Miller, secretary of the intermediate school board (the "ISD Board") of the Monroe County Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 19, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4/20/18

By:   
Name: Paul Miller  
Secretary

MONTCALM AREA INTERMEDIATE SCHOOL  
DISTRICT

Dated: 4-18-18

By: Ronald Luma

Name: Superintendent  
Superintendent

Certification

I, Bud Longwecker, secretary of the intermediate school board (the "ISD Board") of the Montcalm Area Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.


Dated: 4-18-18

By: Bud Longwecker

Name: Bud Longwecker  
Secretary

MUSKEGON AREA INTERMEDIATE SCHOOL  
DISTRICT

Dated: November 20, 2017


By:   
Name: John Severson  
Superintendent

Certification

I, Kevin Donovan, Secretary of the intermediate school board (the “**ISD Board**”) of the Muskegon Area Intermediate School District (the “**ISD**”), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: November 20, 2017

By:   
Name: Kevin Donovan  
Secretary

NEWAYGO COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY

Dated: 4.26.18

By: Lori Tubbergen Clark  
Name: Lori Tubbergen Clark  
Superintendent

Certification

I, David Hewitt ~~Secretary~~ <sup>President</sup> of the intermediate school board (the "ISD Board") of the Newaygo County Regional Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 11, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 5/14/18

By: David Hewitt  
Name: David Hewitt  
~~Secretary~~ President

**OAKLAND SCHOOLS**

Dated: 3/7/18

By: Wanda Cook-Robinson

Name: Wanda Cook-Robinson, Ph.D.  
Superintendent

**Certification**

I, George Ehlert, Secretary of the intermediate school board (the "ISD Board") of the Oakland Schools (the "ISD"), hereby certify all of the following:

(1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on March 6, 2018;

(2) that the resolution remains in effect;

(3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and

(4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 3/6/2018

By: George Ehlert

Name: George Ehlert  
Secretary



OTTAWA AREA INTERMEDIATE SCHOOL  
DISTRICT

Dated: 11/15/17

By: 

Name: Peter Haines  
Superintendent

Certification

I, John Siemion, secretary of the intermediate school board (the "ISD Board") of the Ottawa Area Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 15, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 11/15/17

By: 

Name: John Siemion  
Secretary

SAGINAW INTERMEDIATE SCHOOL  
DISTRICT

Dated: 1.11.18

By: 

Name: Kathy Stewart  
Superintendent

**Certification**

I, Allan Pettyplace, secretary of the intermediate school board (the “**ISD Board**”) of the Saginaw Intermediate School District (the “**ISD**”), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 19, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

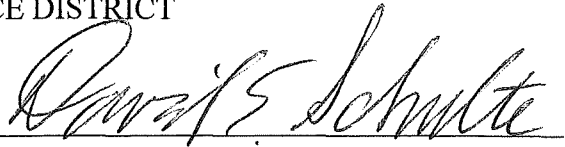
Dated: 1.10.18

By: 

Name: Allan Pettyplace  
Secretary

SHIAWASSEE REGIONAL EDUCATION  
SERVICE DISTRICT

Dated: 12/4/2017

By: 

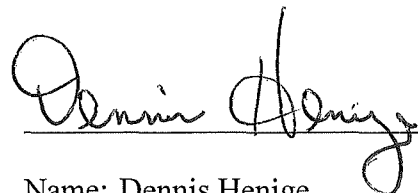
Name: David Schulte  
Superintendent

Certification

I, Dennis Henige, secretary of the intermediate school board (the “**ISD Board**”) of the Shiawassee Regional Education Service District (the “ISD”), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 4, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

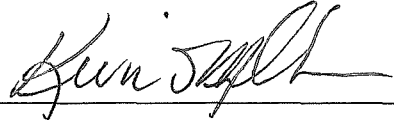
Dated: 12/4/2017

By: 

Name: Dennis Henige  
Secretary

ST. CLAIR COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY

Dated: 4-20-2018


By:   
Name: Kevin D. Miller  
Superintendent

Certification

I, Harold J Burns, secretary of the intermediate school board (the "ISD Board") of the St. Clair County Regional Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4-20-2018

By:   
Name: Harold J Burns  
Secretary

ST. JOSEPH COUNTY INTERMEDIATE  
SCHOOL DISTRICT

Dated: 4-23-2018

By: Teresa L. Belote

Name: Teresa L. Belote, Ed.D.  
Superintendent

Certification

I, Michele Bush, secretary of the intermediate school board (the "ISD Board") of the St. Joseph County Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 18, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 4-24-18

By: Michele Bush

Name: Michele Bush  
Secretary

TRAVERSE BAY AREA INTERMEDIATE  
SCHOOL DISTRICT

Dated: May 18, 2018

By: 

Name: Jann Jencka  
Interim Superintendent

Certification

I, Elizabeth McKellar, secretary of the intermediate school board (the "ISD Board") of the Traverse Bay Area Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 7, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: November 7, 2017

By: 

Name: Elizabeth McKellar  
Secretary

TUSCOLA INTERMEDIATE SCHOOL  
DISTRICT

Dated: 5-9-18

By: Eugene W. Pierie

Name: Eugene W. Pierie  
Superintendent

Certification

I, James R. Brown, secretary of the intermediate school board (the "ISD Board") of the Tuscola Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 20, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 5-3-18

By: James R. Brown

Name: James R. Brown  
Secretary

VAN BUREN INTERMEDIATE SCHOOL  
DISTRICT

Dated: 12-6-17

By: Jeffrey C. Mills  
Name: Jeffrey C. Mills  
Superintendent

Certification

I, Mary Ann Middaugh, secretary of the intermediate school board (the "ISD Board") of the Van Buren Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 6, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

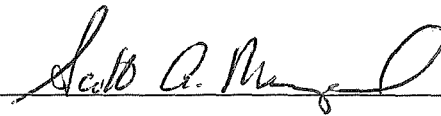
Dated: 12-6-17

By: Mary Ann Middaugh  
Name: Mary Ann Middaugh  
Secretary



WASHTENAW INTERMEDIATE SCHOOL  
DISTRICT

Dated: 9/14/17

By: 

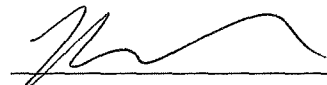
Name: Scott Menzel  
Superintendent

Certification

I, Mary Jo Callan, secretary of the intermediate school board (the "ISD Board") of the Washtenaw Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on September 12, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 9-12-17

By: 

Name: Mary Jo Callan  
Secretary

WAYNE COUNTY REGIONAL EDUCATIONAL  
SERVICE AGENCY

Dated: 11/15/17

By: 

Name: Randy A. Liepa  
Superintendent

Certification

I, James Petrie, secretary of the intermediate school board (the "ISD Board") of the Wayne County Regional Educational Service Agency (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on November 15, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

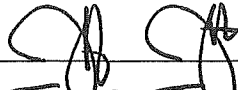
Dated: 11/15/17

By: 

Name: James Petrie  
Secretary

WEXFORD-MISSAUKEE INTERMEDIATE  
SCHOOL DISTRICT

Dated: 5-23-18

By:   
Name: Jeff Jennette  
Superintendent

Certification

I, Tim Knaggs, secretary of the intermediate school board (the "ISD Board") of the Wexford-Missaukee Intermediate School District (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on December 18, 2017;
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: 5/24/2018

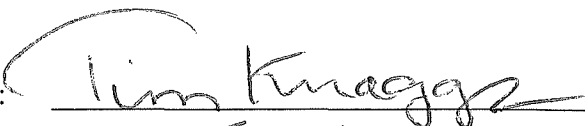
By:   
Name: Tim Knaggs  
Secretary

EXHIBIT A  
REQUEST FORM

**Michigan Early Childhood Investment Corporation**

**Request Form for  
Intermediate School District Seeking Admission as a party to and Participant under the  
First Amended Restated Interlocal Agreement between the Department of Education and  
Participating Intermediate School Districts creating the Michigan Early Childhood  
Investment Corporation**

Name of Intermediate School District ("ISD") \_\_\_\_\_

ISD address: \_\_\_\_\_  
[street address] [city] [state] [zip code]

ISD website: www. \_\_\_\_\_

ISD federal taxpayer identification number: \_\_\_\_\_

ISD Superintendent Name: \_\_\_\_\_

Names and Titles of ISD Board Members: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of counties within ISD: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ISD Contact Person for Request

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

# EXHIBIT B

## FORM OF RESOLUTION FOR PARTICIPATION

[Name of Intermediate School District] School Board

### RESOLUTION

The \_\_\_\_\_ (the "ISD"), is a public body corporate created under part 7 of The Revised School Code, 1976 PA 451, as amended MCL 380.601 to 380.705.

The Michigan Department of Education (the "**Department**") is a principal department of Michigan state government created by section 300 of the Executive Organization Act of 1965, MCL 16.400.

Under section 28 of article 7 of the Michigan Constitution of 1963, and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("**Act 7**"), a public agency may exercise jointly with any other public agency any power, privilege or authority that the public agencies share in common and that each might exercise separately.

The Department and the ISD are each a "public agency" as that term is defined in Act 7.

The ISD has the power, privilege, and authority to perform various activities relating to early childhood development and education and wants to jointly exercise the power, privilege, and authority jointly with the Department and other participating intermediate school districts as a participant under and party to the first amended and restated interlocal agreement between the Department and participating intermediate school districts creating the Michigan Early Childhood Development Corporation (the "**Corporation**").

The intermediate school board of the ISD therefore resolves as follows:

- that the first and amended and restated interlocal agreement between the Department and participating intermediate school districts creating the Corporation (the "**Interlocal Agreement**") is hereby approved; and
- that the superintendent of the ISD is hereby authorized transmit a copy of this resolution to the Corporation and to sign and file the Interlocal Agreement on behalf of the ISD.

### Certification

I, [ISD board secretary name], secretary of the intermediate school board (the "**ISD Board**") of the Allegan Area ESA (the "ISD"), hereby certify all of the following:

- (1) that this first amended and restated agreement was approved and the signing of the first amended and restated agreement by the superintendent of the ISD was authorized on behalf of the ISD by the ISD Board by a resolution adopted at a meeting of the ISD Board held on [date];
- (2) that the resolution remains in effect;
- (3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
- (4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Secretary

EXHIBIT C  
FORM FOR LEGAL OPINION

[Date]

Michigan Early Childhood Investment Corporation  
105 W. Allegan St., Suite 200  
Lansing, MI 48933

Re: First Amended and Restated Interlocal Agreement between the Department of Education  
and Participating Intermediate School Districts

Ladies and gentlemen:

We have acted as counsel to the [Name of Intermediate School District] (the “**Applicant Agency**”) in connection with the Applicant Agency’s potential participation as a party to and Participant under the First Amended and Restated Interlocal Agreement between the Department of Education and Participating Intermediate School Districts (the “**Interlocal Agreement**”) and the resolution of the governing body of the Applicant Agency approving the Interlocal Agreement and authorizing the Applicant Agency to become a party to and Participant under the Interlocal Agreement (with the Interlocal Agreement and the resolution collectively the “**Participation Documents**”).

We are delivering this letter to you as required by section 9.04 of the Interlocal Agreement. Unless otherwise defined in this letter, capitalized terms will have the meaning defined in the Interlocal Agreement.

On the basis of, and subject to the assumptions, qualifications, exceptions, and limitations included in this letter, we express the following opinions:

- (1) that the Applicant Agency is duly organized as an intermediate school district under Michigan law and is an Eligible Public Agency;
- (2) that the Applicant Agency is authorized under Michigan law, including the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 (“**Act 7**”), to exercise jointly with the Department and other intermediate school districts any power, privilege or authority that each share in common and that each might exercise separately;
- (3) that the Applicant Agency may exercise the powers, privileges, and authorities included in section 2.02 of the Interlocal Agreement;
- (4) that the Applicant Agency has the power and authority to execute, deliver, and perform all of its obligations under the Participation Documents;

- (5) that the Applicant Agency has taken all action necessary to authorize the execution, delivery, and performance of each of the Participation Documents, and has duly executed and delivered each of them;
- (6) that if the Applicant Agency is approved as a Participant by the Corporation and a copy of the Interlocal Agreement executed and delivered by the Applicant Agency is filed as required under Act 7, the Interlocal Agreement is a valid and binding obligation of the Applicant Agency enforceable against the Applicant Agency in accordance with its terms, except as may be limited by (a) bankruptcy or financial emergency, (b) general principles of equity, or (c) changes in Michigan law; and
- (7) that to our knowledge there is no judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding pending or overtly threatened in writing that seeks to enjoin the performance of the Participation Documents.

For purposes of this opinion letter, we have examined the Participation Documents and such other documents as we have deemed necessary as a basis for this opinion letter and we have made such other investigations as we have deemed appropriate. We have assumed the following:

- (1) that the First Amended and Restated Interlocal Agreement has been duly approved, executed, and filed by the Department and each of the Participants and remains in effect; and
- (2) the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us as copies, the due authority of the parties executing the documents (other than those executing on behalf of the Applicant Agency), and the legal capacity of natural persons;

The law covered by the opinions expressed in this opinion letter is limited to the law of the State of Michigan and the federal law of the United States of America.

For purposes of this letter "to our knowledge" means the conscious awareness of facts, without investigation, by any of the lawyers currently with this firm who have given substantive attention to legal representation of the Applicant Agency in connection with matters relating directly to the Participation Documents.

The opinions in this letter are limited to the matters included in this letter. No opinion may be inferred or implied beyond the matters expressly stated in this letter. The opinions must be read in conjunction with the assumptions, limitations, exceptions, and qualifications included in this letter. We assume no obligation to update this opinion to advise the Corporation of any changes in facts or laws after the date of this letter.

This letter may be relied upon only by the Corporation in connection with the execution and delivery of the Participation Documents and the activities contemplated in the Participation Documents. The Corporation may not rely upon this letter for any other purpose, and no other person or entity may rely upon this letter for any purpose without our prior written consent.

Sincerely,

[NAME OF LAW FIRM]

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[Name of Attorney]

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