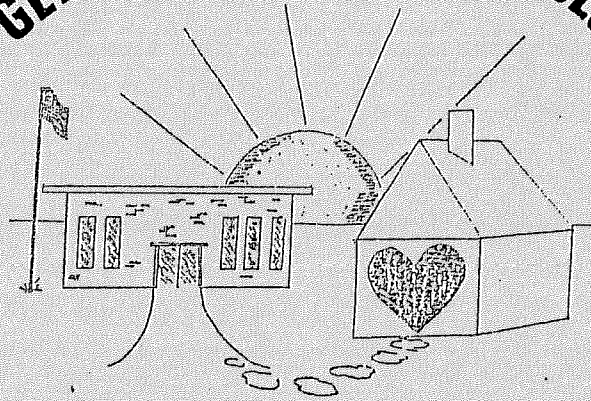


**BOARD OF EDUCATION**

**SPECIAL MEETING**

**GLADSTONE AREA SCHOOLS**



*"Together We Make a Difference"*

**GLADSTONE, MICHIGAN**

**JONES ELEMENTARY**

**TUESDAY, JUNE 29, 2010**

**1:00 P.M.**

SPECIAL BOARD MEETING  
GLADSTONE AREA SCHOOLS  
400 SOUTH TENTH STREET  
GLADSTONE, MI 49837

TUESDAY, JUNE 29, 2010  
**JONES ELEMENTARY SCHOOL**  
**1:00 P.M.**

AGENDA:

**I. Call to Order**

- A. Comments from Board Members and/or Administrators
- B. Recognitions of Visitors
- C. Approval of Agenda

**II. New Business**

- A. Adopt First Amendment to Michigan Schools Energy Cooperative Interlocal Agreement
- B. Public Hearing on FY 11 Budget
- C. Adopt Resolutions for Preliminary FY 11 General Fund, School Service Fund, and Debt Retirement

**III. Recognitions of Visitors**

**IV. Adjournment**

GEK/klf

“This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.”

**FIRST AMENDMENT TO  
MICHIGAN SCHOOLS ENERGY COOPERATIVE  
INTERLOCAL AGREEMENT**

As the FIRST AMENDMENT to the INTERLOCAL AGREEMENT ("Interlocal Agreement") establishing the Michigan Schools Energy Cooperative (the "Cooperative"), certain sections of the Interlocal Agreement shall be amended as provided herein.

**Introductory Paragraph** The introductory paragraph of the Interlocal Agreement is hereby amended by the addition of the following language, so as to expand the references to the "Cooperative Programs" in which the Cooperative may engage:

THIS INTERLOCAL AGREEMENT ("Agreement" or "Interlocal Agreement"), made among the undersigned public agencies of Michigan as Members, is for the purpose of enabling the Members to jointly exercise the power and authority which they share in common, and which each might exercise separately, to manage and purchase energy, either natural gas or electricity, to acquire and install energy conservation facilities, to manage and purchase transportation fuel, and to manage and purchase various other goods and services, all as hereinafter defined as "Cooperative Programs" and as such are authorized by Section 11 a of the Revised School Code, the Urban Cooperation Act, and other applicable law.

**3.1 Cooperative Programs.** Section 3.1 of the Interlocal Agreement is hereby amended, by adding the following subsections (d) and (e), to expand the Cooperative Programs in which the Cooperative may engage:

- (a) Development and implementation of a cooperative program for the coordinated purchase and management of natural gas, either aggregately or separately, for and on behalf of school districts and other entities, public or private, engaged in the field of education, and the provision of related services to such school districts and other entities.

- (b) Development and implementation of a cooperative program for the coordinated purchase and management of deregulated electricity, either aggregately or separately, for and on behalf of school districts and other entities, public or private, engaged in the field of education, and the provision of related services to such school districts and other entities.
- (c) Development and implementation of a cooperative program for the coordinated implementation and management of energy conservation project contracting and financing, either aggregately or separately, for and on behalf of school districts and other entities, public or private, engaged in the field of education, and the provision of related services to such school districts and other entities.
- d) Development and implementation of a cooperative program for the coordinated purchase and management of transportation fuel, diesel, gasoline, natural gas, or otherwise, either aggregately or separately, for and on behalf of school districts and other entities, public or private, engaged in the field of education, and the provision of related services to such school districts and other entities.
- e) Development and implementation of a cooperative program, if approved by a two-thirds vote of the Board of Directors, for the coordinated purchase and management of any goods or services necessary and useful for the operation or administration of a school or school district, either aggregately or separately, for and on behalf of school districts and other entities, public or private, engaged in the field of education, and the provision of related services to such school districts and other entities.

**5.3 Executive Committee.** The Executive Committee shall be elected by the Board of Directors from among those directors who represent Members who are fee-paying participants in Cooperative Programs. The Executive Committee initially shall consist of seven members, but may be increased by Bylaw. A representative of the Support Committee shall also serve on the Executive Committee as a non-voting ex officio member. The Executive Committee shall have the authority and duty to oversee (i) the implementation of the policies established by the Board of Directors, (ii) the preparation and adoption of the annual budget of the Cooperative, (iii) the actions of all standing and ad hoc committees, (iv) the

activities of Cooperative officers, employees, agents and contractors, and (v) generally oversee the Cooperative Programs. The Executive Committee shall authorize and approve all contracts of the Cooperative. The Executive Committee shall also have such authority, powers and duties as are granted elsewhere in this Agreement, or as are granted or limited by the Board of Directors, or as are necessary or incidental to its performance of its foregoing authority, powers or duties. Members of the Executive Committee may serve one seven-year term. During the 5th year on the executive committee, the member will serve as president elect, during the 6th year as president and during the 7th year as past president. If for any reason a member becomes the second most senior member on the executive committee and has not yet served 5 years on the executive committee, the member will serve as president on a continuing basis until finishing the 6th year of the member's term. Any member of the executive committee may be replaced by the Board of Directors at any time without cause.

**Effectiveness:** This First Amendment of the Interlocal Agreement shall become effective upon execution of the First Amendment by at least two-thirds of the Members of the Cooperative who are such Members on July 1, 2010, and any State of Michigan approvals or filings required under the Urban Cooperation Act.

IN WITNESS HEREOF, the undersigned party, pursuant to the authority granted by the Urban Cooperation Act, has caused this First Amendment to the Interlocal Agreement to be executed by its duly authorized signatories on the date indicated.

\_\_\_\_\_  
Secretary of the Board

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

\_\_\_\_\_  
(Name of School District)

By: \_\_\_\_\_  
(Authorized Signatory)

Title: President of the Board or Superintendent

Address: \_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_