

TALENT TOGETHER MEMORANDUM OF UNDERSTANDING COST SHARING AGREEMENT

THIS TALENT TOGETHER MEMORANDUM OF UNDERSTANDING COST SHARING AGREEMENT (“Agreement”) is entered into by and between the following public entities (the “Members”): Berrien RESA (“Berrien”); Charlevoix-Emmet ISD (“Char-Em”); Eastern Upper Peninsula ISD (“EUP”); Jackson ISD (“Jackson”); Northwest Education Services (“Northwest”); Oakland Schools (“Oakland”); Ottawa Area ISD (“Ottawa”); Marquette-Alger RESA (“Marquette-Alger”); Saginaw ISD (“Saginaw”); St. Joseph ISD (“St. Joseph”); Washtenaw ISD (“Washtenaw”); and Wayne RESA (“Wayne”) (collectively, the “Members”).

- A. The teacher shortage in Michigan and Nationally continues to worsen with Michigan experiencing a 66% decline in the number of available new teachers over the past decade. Alternative programs have emerged to address this issue but the response has been insufficient to the need. This is particularly evident when addressing the issue of teacher diversity. A small group of ISDs have come together to explore viable solutions to address this issue. This cost sharing agreement represents a collaborative effort to provide additional solutions to alleviate the teacher shortage problem.
- B. The members are currently involved in work to develop both an Alternative Certification program similar to Detroit Public Schools, “On The Rise Program” and a Registered Apprenticeship approval that would increase the pathways to increase the number of teachers available to fill current unfilled vacancies in the field of education across the State of Michigan.
- C. The Members acknowledge that the outcome of this matter will have a substantial and long-lasting impact on students, and the Members as they struggle to fill increasing vacancies throughout their respective organizations.
- D. The Members have concluded through exploration meetings that the establishment of a group of ISDs that would provide teaching certification credentials through approval of an Alternative Certification Program would be in the best interest of the Members and the students they serve. This is to be completed by enlisting the service of Ms. Becca Tisdale for the writing and submission of an application to the Michigan Department of Education to obtain approval to implement said program. The work to be performed under the direction of the Members.
- E. The Members have further concluded that a teaching Registered Apprenticeship as authorized by the US Department of Labor would also be in the best interest of the Members and the students they serve. This includes contracting the expert services of Mr. Jack Elsey and Mr. David Donaldson for the writing and submission of any necessary applications to the U.S. Department of Labor to obtain approval for a Registered Apprenticeship in Teaching. The work to be performed under the direction of the Members.

- F. The work outlined in paragraphs D and E above will be completed, in part, by enlisting the services of Mr. Jack Elsey and Ms. Becca Tisdale and potentially other expert partners determined by the Members.

- G. Together, the Members' efforts to create the Alternative Certification Program and the teaching Registered Apprenticeship will be called "the Project."

Now, therefore, it is hereby agreed as follows:

1. Cost Sharing Agreement.

- a. The estimated total cost for submitting an Application for Alternative Certification and Registered Apprenticeship is estimated at \$90,000. Pursuant to the terms of this Agreement, the Members agree to equally share and allocate the Application Writing Costs, as defined above. See Appendix A for the list of Members and their cost allocations.
- b. The Members agree to create the Application Writing Fund (the "Fund"), which will be used to pay the costs and expenses of writing applications for the Project ("Application Writing Costs") and shall be maintained by the fiscal agent, Marquette-Alger, as a restricted purpose fund and that will contain payments and deposits exclusively to the Application Writing Fund. Marquette-Alger will make payment for the costs associated with writing the respective applications from the Fund.
- c. The Members agree that Marquette-Alger shall provide regular accounting of the payments, the costs, and the balance of the Fund.
- d. Unless otherwise agreed by the Members, Marquette-Alger shall invoice each Member equally for amounts necessary to support the Fund and pay Project expenses that exceed the existing Fund balance or to maintain the Member's proportionate allocation as provided in 1a. Each Member shall pay Marquette-Alger within fourteen (14) days of receipt of such invoice. The Members acknowledge and agree that the failure to fully pay the Fund costs could result in loss participation in outcomes of the talent together effort.
- e. Marquette-Alger shall directly pay the Application Writing Costs and shall provide a statement that reconciles all payments and deposits at the end of the successful application submissions.
- f. It is the intent of this Agreement that no Member pay more than the Member's proportionate share as provided in paragraphs 1a, 1d, and Appendix A.
- g. The Members agree that any funds remaining at the end of the application submissions shall be distributed on an equal proportional basis.
- h. If the Applications for Alternative Certification and Registered Apprenticeship are approved and grant funding for the Project is received, the Members intend to proceed with the Project with Marquette-Alger as fiscal agent. In that instance, the Members agree to work in good faith to sign a Project consortium agreement to implement the Project. For any Project costs other than the Application Writing Costs, Marquette-Alger will pay such costs from grant funds received. Marquette-Alger will retain 5.5% of each payment to cover administrative costs.

2. **Addendum**. The proportionate share, any cost limitation, any limitation on payment and the percentage of deposits to the Fund may be increased or decreased by a written addendum to the Agreement approved by all Members.
3. **Cost and Direction of the Application Writing**. The Members shall coordinate with application writers the completion of the desired work. The Members will determine as necessary revisions to the scope of the work and may designate individuals to complete tasks as defined by the group.
4. **Advisory Input**
 - a. Each Member shall designate a representative to receive information/documents, to discuss application progress with other Members and legal counsel (if needed) and to receive regular updates regarding status of the effort.
 - b. No meeting shall be held without a majority of the Members present to make decisions relative to this effort.
5. **Legally Binding**. Each Member agrees and represents that (1) it has the authority to enter into this Agreement, (2) the individual signing on behalf of the Member is authorized to do so, and (3) it intends to be legally bound by this Agreement and that this Agreement be enforceable in accordance with its terms.
6. **Confidentiality**. From time to time, the application process may require document review/discussion that is privileged communication or other materials to the Members. Members agree to treat these situations confidentiality.
7. **Withdrawal; Waiver**. Any Member may withdraw from participation in this Agreement upon providing thirty (30) days' advance written notice to the other Members. Any withdrawing Member shall remain liable for its share of the Costs that were incurred prior to the Member's withdrawal. In the event of a withdrawal, the withdrawing Member waives any conflict of interest and consents to the continuation of the work from the remaining Members. If a Member withdraws, unless otherwise agreed by the remaining Members, the remaining Members' proportionate share of costs as described in Appendix A will be recalculated so that all remaining Members' proportionate share is equal.
8. **Amendment**. This Agreement may be amended only in writing signed by all of the Members.
9. **Termination**. This Agreement may be terminated only in writing signed by all of the Members.
10. **Entire Agreement**. This Agreement supersedes all previous contracts or agreements and constitutes the entire agreement between the parties as to the subject matter of this Agreement. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect and no changes and/or additions to this Agreement shall be recognized unless incorporated into this Agreement. The Members specifically

acknowledge that, in entering into and executing this Agreement, they rely upon the representations and agreements contained in this Agreement and not others.

11. **Construction of Agreement.** Should any single provision of this Agreement be held invalid, the balance of the Agreement will remain binding and enforceable in accordance with its terms and conditions, and any provision held invalid will be deemed revised and amended in such minimal manner as will under more limited terms be valid and legally effective, consistent with the original tenor of the Agreement.
12. **Governing Law.** The interpretation and performance of the Agreement will be governed by the laws of the State of Michigan.
13. **Effective Date.** This agreement takes effect as to each Member when the Agreement has been signed by the Member.
14. **Execution of Agreement.** The agreement may be executed in one or more counterparts (including by facsimile or .pdf signatures), each of which fully signed counterpart shall be deemed to be an original for all purposes, and all of which together shall constitute one and the same instrument. The signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, facsimiles, or .pdfs of executed copies may be treated as originals.

The Members Have the Authority to Sign on Behalf of Their Respective Organization.

[SEPARATE SIGNATURE PAGES FOLLOW]

Appendix A: Participating Parties & Estimated Cost

Entity	% of Total*	Estimated Cost
Berrien	8.33%	\$7,500.00
Char-Em	8.33%	\$7,500.00
EUP	8.33%	\$7,500.00
Jackson	8.33%	\$7,500.00
Northwest	8.33%	\$7,500.00
Oakland	8.33%	\$7,500.00
Ottawa	8.33%	\$7,500.00
Marquette-Alger	8.33%	\$7,500.00
Saginaw	8.33%	\$7,500.00
St. Joseph	8.33%	\$7,500.00
Washtenaw	8.33%	\$7,500.00
Wayne	8.33%	\$7,500.00
Totals	100%	\$90,000.00

*Rounded to 2 decimals

MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY

By: Gregory Nyen Dated: 11/8/2022, 2022
DocuSigned by: 46C481BF4AFA46C...

Its: Superintendent

Approved by Board of Education on October 24th, 2022

BERRIEN REGIONAL EDUCATION SERVICE AGENCY

By: ERIC HOPPS TOCK Dated: 11/7/2022, 2022
DocuSigned by: 454B3BBACE91435...

Its: Superintendent

Approved by Board of Education on October 10,, 2022

CHARLEVOIX-EMMET INTERMEDIATE SCHOOL DISTRICT

By: Scott Kazial Dated: 10/31/2022, 2022
DocuSigned by: 8A031E53CFD146C...

Its: Superintendent

Approved by Board of Education on November 21, 2022

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

By: Angie McArthur Dated: 11/8/2022, 2022
DocuSigned by: E2E4AA02346E4FD...

Its: Superintendent

Approved by Board of Education on November 8, 2022

JACKSON INTERMEDIATE SCHOOL DISTRICT

By: Kevin Oxyley Dated: 10/31/2022, 2022
DocuSigned by: 7D34C77160E34A8...

Its: Superintendent

Approved by Board of Education on 10/18/22, 2022

NORTHWEST EDUCATION SERVICES

By: DocuSigned by:
Nick Ceglarek
CEE59E6E6D88494...

Dated: 10/31/2022, 2022

Its: Superintendent

Approved by Board of Education on shared with Board 11/1, 2022

OAKLAND SCHOOLS

By: DocuSigned by:
Wanda Cook-Robinson
DED9C7D742F1420...

Dated: 10/31/2022, 2022

Its: Superintendent

Approved by Board of Education on Shared with the Board 11/4/22, 2022

OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT

By: DocuSigned by:
Kyle Meyer
BD3E54B978A0446...

Dated: 10/31/2022, 2022

Its: Superintendent

Approved by Board of Education on 10/31/2022, 2022

SAGINAW INTERMEDIATE SCHOOL DISTRICT

By: DocuSigned by:
Jeffrey Collier
E9D9BED1A4E247D...

Dated: 11/2/2022, 2022

Its: Superintendent

Approved by Board of Education on Shared with Board on 11/7, 2022

ST. JOSEPH INTERMEDIATE SCHOOL DISTRICT

By: DocuSigned by:
Teresa Belote
509B28FA79C9470...

Dated: 11/8/2022, 2022

Its: Superintendent

Approved by Board of Education on 11/7, 2022

WASHTENAW INTERMEDIATE SCHOOL DISTRICT

By: _____

Dated: _____, 2022

Its: Superintendent

Approved by Board of Education on _____, 2022

WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

By:  _____
1BCBD5986D13435...

Dated: 10/31/2022, 2022

Its: Superintendent

Approved by Board of Education on shared with board, 2022