



Library Board of Trustees General Meeting Packet Contents

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Library Board of Trustees
Meeting Agenda – January 16, 2025

7:00 PM	Call the Meeting to Order Call to the Audience (5-minute maximum per person)
By Unanimous Consent	Approve Agenda
By Unanimous Consent	Approve the December 19, 2024, Meeting Minutes
Administrative Reports	Communications Report of the Library Director Trustee Comments
Committee Reports	None
Old Business	Approve Resolution to join Michigan CLASS Item of Action 25/01-16-1: Approve resolution to join Michigan CLASS
New Business	Discussion Item: Trustee Training: Role of the Library Trustee, Clare Membiela, Library of Michigan Discussion Item: Q&A Wayne County Penal Fines, Clare Membiela Discussion Item: Review proposed changes to the Computing Policy Discussion Item: 2025 State Minimum Wage and Sick Leave Requirements discussion
Adjourn	Final Call to the Audience (5-minute maximum per person)



Canton Public Library Board of Trustees General Meeting Minutes

December 19, 2024 – 7:30 PM

The Chairperson, A. Iqbal, called the meeting to order at 7:31 PM.

Present: H. Abdu, N. Eggenberger, A. Iqbal, J. Lee, A. Wahby, A. Watts

Absent: None

Also Present: S. Bewick, E. Davis

CALL TO AUDIENCE

Present: J. Anderson (participating remotely), K. Bounds, L. Golden, M. Hathaway, D. McHugh,
M. Nicholson

No comments

APPROVAL OF AGENDA

The agenda was approved by unanimous consent.

APPROVAL OF GENERAL MEETING MINUTES

The minutes were approved by unanimous consent.

COMMUNICATIONS

None

DIRECTOR'S REPORT

The library hosted a group of contingents from the Livonia Public Library, who are beginning the process of updating their Civic Center Library and several branches. Director Davis and Business Services Department Head Marian Nicholson provided a tour of the facilities and answered questions about past renovations.

The library's pilot program has launched successfully for the home delivery of library materials. Although there have been some program compatibility issues, there is now a form on the website to request the pickup and drop-off of library materials. After the six-month pilot, the library will analyze the data to determine program feasibility and provide a recommendation to the board during the budget-planning process.

As of November 30, the library was 92% of the way through the fiscal year. The 4th Quarter Budget Amendment will recognize revenues in excess of the budget, with surplus funds allocated either to the fund balance or reallocated to other expenditure lines.

TRUSTEE COMMENTS

None

UNFINISHED BUSINESS & GENERAL ORDERS

Michigan CLASS Presentation – Michigan CLASS Senior Director Jeff Anderson answered questions regarding the Michigan CLASS local government investment pool. After discussion, the board reached a consensus to proceed with joining the fund. The library will present a resolution for board approval at next month's meeting.

NEW BUSINESS

Approve 4th Quarter Budget Amendment – A. Watts moved, and H. Abdu supported a motion to approve the 4th Quarter Budget Amendment as presented.

The motion passed unanimously 24/12-19-1 (6-0-0)

Wayne County Penal Fines – Davis provided an overview of the settlement proposal from the Library of Michigan. Before proceeding with Wayne County, the Library of Michigan requires confirmation that all Wayne County libraries are in agreement. Library Law Consultant Clare Membiela will attend the January meeting to address any questions from the board.

Review 2025 Monthly Board Meeting Agenda Plan – The board reviewed and approved the agenda plan for 2025, agreeing to address any potential scheduling conflicts as they arise. The board also discussed the possibility of changing the start times for meetings.

N. Eggenberger moved, and A. Wahby seconded a motion to change the start time of the Canton Public Library Board of Trustees meeting times to 7:00 PM, beginning on January 16, 2025.

The motion passed unanimously 24/12-19-2 (6-0-0)

CALL TO AUDIENCE

No comments

ADJOURN

The meeting was adjourned at 8:40 PM.

Jasmine Lee, Secretary-Treasurer

01/08/2025

BALANCE SHEET FOR CANTON PUBLIC LIBRARY
 Period Ending 12/31/2024

GL Number	Description	Balance
Fund 101 - GENERAL FUND		
*** Assets ***		
101-000.00-001.01	CHECKING-GENERAL	10,116,156.58
101-000.00-001.03	CHECKING-FSA REIMBURSEMENT	17,796.79
101-000.00-002.00	SAVINGS	1,003,403.64
101-000.00-020.00	PROPERTY TAXES RECEIVABLE	3,860,599.00
101-000.00-123.00	PREPAID EXPENSES	161,724.94
	Total Assets	15,159,680.95
*** Liabilities ***		
101-000.00-202.00	ACCOUNTS PAYABLE	190,712.61
101-000.00-219.01	SOCIAL COMMITTEE	1,820.99
101-000.00-219.02	MISCELLANEOUS GRANTS & DONATIONS	5,487.99
101-000.00-231.08	FLEXIBLE SPENDING ACCOUNT DEDUCTIOI	4,468.63
101-000.00-339.00	DEFERRED REVENUE	7,932,292.74
	Total Liabilities	8,134,782.96
*** Fund Balance ***		
101-000.00-390.00	GENERAL FUND BALANCE	6,195,271.31
	Total Fund Balance	6,195,271.31
	Beginning Fund Balance	6,195,271.31
	Net of Revenues VS Expenditures	829,626.68
	Ending Fund Balance	7,024,897.99
	Total Liabilities And Fund Balance	15,159,680.95

GL Number	Description	Balance
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Fund 901 - GASB FUND

*** Assets ***

901-000.00-130.00	LAND	67,500.00
901-000.00-132.00	LAND IMPROVEMENTS-DEPRECIATING	64,845.20
901-000.00-133.00	ACCUMULATED DEPR-LAND IMPROVEME	(11,071.03)
901-000.00-136.00	BUILDINGS, FIXTURES & IMPROVEMENTS	13,536,418.09
901-000.00-137.00	ACCUMULATED DEPR-BLDGS, FIX&IMPROV	(6,214,379.70)
901-000.00-146.00	FURNITURE AND EQUIPMENT	1,909,966.88
901-000.00-147.00	ACCUMULATED DEPR-FURNITURE & EQUI	(1,426,679.21)
901-000.00-150.00	LIBRARY MATERIALS	4,999,883.18
901-000.00-151.00	ACCUMULATED DEPR-LIBRARY MATERIALS	(3,654,553.41)
901-000.00-160.00	HARDWARE	1,432,067.65
901-000.00-161.00	ACCUMULATED DEPRECIATION-HARDWARE	(882,120.95)
901-000.00-162.00	SOFTWARE	1,165,520.03
901-000.00-163.00	ACCUMULATED DEPRECIATION-SOFTWARE	(992,662.30)
901-000.00-196.00	DEFERRED OUTFLOWS-PENSION	960,901.00
	Total Assets	10,955,635.43

*** Liabilities ***

901-000.00-334.00	NET PENSION LIABILITY	445,517.00
901-000.00-343.00	COMPENSATED ABSENCES - < 1 YEAR	135,798.00
	Total Liabilities	581,315.00

*** Fund Balance ***

901-000.00-399.00	INVESTMENT IN ASSETS	10,374,320.43
	Total Fund Balance	10,374,320.43
	Beginning Fund Balance	10,374,320.43
	Net of Revenues VS Expenditures	0.00
	Ending Fund Balance	10,374,320.43
	Total Liabilities And Fund Balance	10,955,635.43

01/08/2025

REVENUE AND EXPENDITURE REPORT FOR CANTON PUBLIC LIBRARY
PERIOD ENDING 12/31/2024

DESCRIPTION	2024	YTD BALANCE	AVAILABLE	% BDGT USED
	AMENDED BUDGET	12/31/2024 NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
INCOME				
PROPERTY TAXES	7,427,256.00	7,427,309.79	(53.79)	100.00
STATE AID TO LIBRARIES	100,687.00	100,687.80	(0.80)	100.00
LOCAL COMMUNITY STABILIZATION SHARE	66,091.00	66,091.30	(0.30)	100.00
PHOTOCOPY FEES	35,000.00	36,675.16	(1,675.16)	104.79
REPLACEMENT-LIBRARY MATERIALS	15,500.00	16,079.16	(579.16)	103.74
MEETING ROOM RENTAL	1,550.00	1,550.00	0.00	100.00
PENAL FINES	87,806.00	87,806.51	(0.51)	100.00
INTEREST INCOME	170,000.00	176,976.32	(6,976.32)	104.10
COMMISSION	9,994.00	10,926.08	(932.08)	109.33
OTHER REVENUE	40,100.00	40,232.99	(132.99)	100.33
TOTAL REVENUES	7,953,984.00	7,964,335.11	(10,351.11)	100.13
EXPENSES				
SALARIES & WAGES	3,630,000.00	3,456,140.53	173,859.47	95.21
FRINGE BENEFITS	890,300.00	850,790.21	39,509.79	95.56
SUPPLIES	118,657.00	100,913.53	17,743.47	85.05
LIBRARY MATERIALS	1,154,128.00	1,143,378.24	10,749.76	99.07
PROFESSIONAL & CONTRACTUAL	442,175.00	407,909.94	34,265.06	92.25
COMMUNICATIONS	37,000.00	30,348.57	6,651.43	82.02
PRINTING	17,800.00	15,082.90	2,717.10	84.74
UTILITIES	160,000.00	152,968.75	7,031.25	95.61
MAINTENANCE & REPAIRS	233,100.00	211,277.99	21,822.01	90.64
BUILDING IMPROVEMENTS	25,000.00	21,364.77	3,635.23	85.46
INSURANCE	62,500.00	62,440.00	60.00	99.90
CAPITAL OUTLAY	894,000.00	623,952.65	270,047.35	69.79
PROPERTY TAX REFUNDS	3,700.00	1,615.39	2,084.61	43.66
COMMUNITY PROMOTION	20,000.00	10,438.55	9,561.45	52.19
TRAVEL	48,550.00	38,873.92	9,676.08	80.07
RENTALS/LEASES	12,300.00	7,212.49	5,087.51	58.64
TOTAL EXPENDITURES	7,749,210.00	7,134,708.43	614,501.57	92.07
Fund 101 - GENERAL FUND:				
TOTAL REVENUES	7,953,984.00	7,964,335.11	(10,351.11)	100.13
TOTAL EXPENDITURES	7,749,210.00	7,134,708.43	614,501.57	92.07
NET OF REVENUES & EXPENDITURES	204,774.00	829,626.68	(624,852.68)	405.14
NET CHANGE IN FUND BALANCE				
NET CHANGE IN FUND BALANCE	204,774.00	829,626.68		
FUND BALANCE - BEGINNING OF YEAR	6,195,271.31	6,195,271.31		
FUND BALANCE - END OF YEAR	6,400,045.31	7,024,897.99		

01/08/2025

REVENUE AND EXPENDITURE REPORT FOR CANTON PUBLIC LIBRARY
PERIOD ENDING 12/31/2024

GL NUMBER	DESCRIPTION	2024	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	12/31/2024 NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND					
Revenues					
101-000.00-401.00	PROPERTY TAXES	7,427,256.00	7,427,309.79	(53.79)	100.00
101-000.00-539.00	STATE AID TO LIBRARIES	100,687.00	100,687.80	(0.80)	100.00
101-000.00-573.00	LOCAL COMMUNITY STABILIZATION SHARE	66,091.00	66,091.30	(0.30)	100.00
101-000.00-602.00	PHOTOCOPY FEES	35,000.00	36,675.16	(1,675.16)	104.79
101-000.00-615.00	REPLACEMENT-LIBRARY MATERIALS	15,500.00	16,079.16	(579.16)	103.74
101-000.00-651.00	MEETING ROOM RENTAL	1,550.00	1,550.00	0.00	100.00
101-000.00-656.00	PENAL FINES	87,806.00	87,806.51	(0.51)	100.00
101-000.00-665.00	INTEREST INCOME	170,000.00	176,976.32	(6,976.32)	104.10
101-000.00-668.00	COMMISSION	9,994.00	10,926.08	(932.08)	109.33
101-000.00-675.00	OTHER REVENUE	40,100.00	40,232.99	(132.99)	100.33
TOTAL REVENUES		7,953,984.00	7,964,335.11	(10,351.11)	100.13
Expenditures					
101-790.00-702.00	SALARIES & WAGES	3,630,000.00	3,456,140.53	173,859.47	95.21
101-790.00-716.01	TAXES-FICA/MC	277,700.00	256,163.50	21,536.50	92.24
101-790.00-716.02	DENTAL	18,000.00	12,516.04	5,483.96	69.53
101-790.00-716.03	FLEXIBLE SPENDING ACCOUNT	1,000.00	600.00	400.00	60.00
101-790.00-716.04	LIFE INSURANCE/DISABILITY	14,500.00	14,419.04	80.96	99.44
101-790.00-716.05	MEDICAL INSURANCE	240,000.00	235,491.37	4,508.63	98.12
101-790.00-716.06	MEDICAL BUY OUTS	2,400.00	2,400.00	0.00	100.00
101-790.00-716.07	OPTICAL	7,500.00	3,412.68	4,087.32	45.50
101-790.00-716.08	UNEMPLOYMENT REIMBURSEMENT	1,000.00	0.00	1,000.00	0.00
101-790.00-716.09	WORKER'S COMPENSATION INSURANCE	5,000.00	3,769.00	1,231.00	75.38
101-790.00-717.01	RETIREMENT DC PLAN (401A)	43,200.00	42,018.58	1,181.42	97.27
101-790.00-717.02	RETIREMENT PENSION (MERS)	280,000.00	280,000.00	0.00	100.00
101-790.00-727.01	SUPPLIES-LIBRARY	10,500.00	9,304.51	1,195.49	88.61

GL NUMBER	DESCRIPTION	2024	YTD BALANCE	AVAILABLE	% BDGT
		AMENDED BUDGET	12/31/2024	BALANCE	USED
			NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	
101-790.00-729.00	STAFF BOOK ACCOUNT	0.00	0.00	0.00	0.00
101-790.00-730.01	BOOKS	255,868.00	250,922.10	4,945.90	98.07
101-790.00-730.02	AV (MEDIA)	97,270.00	95,887.41	1,382.59	98.58
101-790.00-730.03	SERVICES, SUBSCRIPTIONS & PREPROCESSING	800,990.00	796,568.73	4,421.27	99.45
101-790.00-802.00	LEGAL	11,000.00	8,701.00	2,299.00	79.10
101-790.00-803.00	AUDIT	13,850.00	13,850.00	0.00	100.00
101-790.00-804.01	BANK FEES-GENERAL	1,000.00	0.00	1,000.00	0.00
101-790.00-804.02	BANK FEES-CREDIT CARD	1,200.00	830.66	369.34	69.22
101-790.00-850.00	COMMUNICATIONS	37,000.00	30,348.57	6,651.43	82.02
101-790.00-902.00	LEGAL NOTICES & ADS	500.00	0.00	500.00	0.00
101-790.00-921.00	ELECTRICITY	135,000.00	129,129.07	5,870.93	95.65
101-790.00-922.00	GAS	10,000.00	9,992.20	7.80	99.92
101-790.00-923.00	WATER	15,000.00	13,847.48	1,152.52	92.32
101-790.00-931.00	CLEANING/JANITORIAL SERVICES	83,500.00	82,496.86	1,003.14	98.80
101-790.00-932.01	LAWN & GROUNDS	37,800.00	36,612.58	1,187.42	96.86
101-790.00-932.02	SNOW & ICE	34,000.00	22,199.99	11,800.01	65.29
101-790.00-933.00	BUILDING SECURITY	7,800.00	6,313.02	1,486.98	80.94
101-790.00-934.01	OFFICE EQUIPMENT MAINTENANCE CONTRACTS	800.00	0.00	800.00	0.00
101-790.00-934.02	MISCELLANEOUS CONTRACTS & INSPECTIONS	15,200.00	13,815.57	1,384.43	90.89
101-790.00-934.03	HVAC MAINTENANCE CONTRACTS	11,000.00	7,816.00	3,184.00	71.05
101-790.00-935.00	BUILDING REPAIRS	10,000.00	9,917.00	83.00	99.17
101-790.00-936.00	EQUIPMENT REPAIRS	33,000.00	32,106.97	893.03	97.29
101-790.00-941.00	COPY MACHINE CHARGES	9,800.00	5,386.81	4,413.19	54.97
101-790.00-942.00	POSTAGE METER CHARGES	2,500.00	1,825.68	674.32	73.03
101-790.00-965.00	BUILDING IMPROVEMENTS	25,000.00	21,364.77	3,635.23	85.46
101-790.00-969.00	INSURANCE	62,500.00	62,440.00	60.00	99.90
101-790.00-973.00	LAND IMPROVEMENTS-DEPRECIATING	0.00	0.00	0.00	0.00
101-790.00-974.00	BUILDINGS, FIXTURES & IMPROVEMENTS	467,000.00	359,645.62	107,354.38	77.01
101-790.00-975.00	FURNITURE AND EQUIPMENT	170,000.00	114,946.00	55,054.00	67.62
101-790.00-976.00	LIBRARY MATERIALS	0.00	0.00	0.00	0.00
101-790.00-978.00	HARDWARE	248,000.00	142,361.03	105,638.97	57.40
101-790.00-979.00	SOFTWARE	9,000.00	7,000.00	2,000.00	77.78
101-790.00-998.00	PROPERTY TAX REFUNDS	3,700.00	1,615.39	2,084.61	43.66

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE	AVAILABLE	% BDGT USED
			12/31/2024 NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
101-790.01-808.01	MEMBERSHIP DUES-ADMINISTRATION-DIRECTOR	1,200.00	247.00	953.00	20.58
101-790.01-808.02	MEMBERSHIP DUES-ADMINISTRATION-TRUSTEES	300.00	0.00	300.00	0.00
101-790.01-861.01	CONFERENCES-ADMINISTRATION-DIRECTOR	6,000.00	1,856.95	4,143.05	30.95
101-790.01-861.02	CONFERENCES-ADMINISTRATION-TRUSTEES	4,000.00	3,148.13	851.87	78.70
101-790.01-862.01	MILEAGE-ADMINISTRATION-DIRECTOR	2,300.00	714.14	1,585.86	31.05
101-790.01-862.02	MILEAGE-ADMINISTRATION-TRUSTEES	200.00	200.00	0.00	100.00
101-790.02-727.01	SUPPLIES-BUSINESS SERVICES-OFFICE	12,500.00	9,592.94	2,907.06	76.74
101-790.02-727.02	SUPPLIES-BUSINESS SERVICES-BUILDING	14,000.00	8,917.74	5,082.26	63.70
101-790.02-727.03	SUPPLIES-BUSINESS SERVICES-JANITORIAL	14,000.00	12,776.74	1,223.26	91.26
101-790.02-728.00	POSTAGE-BUSINESS SERVICES	2,800.00	1,093.80	1,706.20	39.06
101-790.02-807.01	PROF SERVICES-PAYROLL FEES	16,800.00	16,464.33	335.67	98.00
101-790.02-807.02	PROF SERVICES-BUSINESS SERVICES	6,750.00	5,800.54	949.46	85.93
101-790.02-808.01	MEMBERSHIP DUES-BUSINESS SERVICES-GEN	1,650.00	1,001.00	649.00	60.67
101-790.02-808.02	MEMBERSHIP DUES-BUSINESS SERVICES-MISC	10,975.00	9,058.68	1,916.32	82.54
101-790.02-809.01	STAFF DEVELOPMENT-INSERVICE	10,000.00	7,031.71	2,968.29	70.32
101-790.02-809.02	STAFF DEVELOPMENT-LONGEVITY	1,800.00	1,800.00	0.00	100.00
101-790.02-809.03	STAFF DEVELOPMENT-TRAINING	1,500.00	1,193.00	307.00	79.53
101-790.02-861.00	CONFERENCES-BUSINESS SERVICES	2,050.00	1,796.43	253.57	87.63
101-790.02-862.00	MILEAGE-BUSINESS SERVICES	1,000.00	814.16	185.84	81.42
101-790.02-880.00	COMMUNITY PROMOTION-VOLUNTEER	0.00	0.00	0.00	0.00
101-790.02-901.00	PRINTING-BUSINESS SERVICES	1,300.00	265.00	1,035.00	20.38
101-790.03-727.01	SUPPLIES-CIRCULATION SERVICES-CIRC	4,400.00	3,701.07	698.93	84.12
101-790.03-727.02	SUPPLIES-CIRCULATION SERVICES-PAGES	2,100.00	1,770.96	329.04	84.33
101-790.03-727.03	SUPPLIES-CIRCULATION SERVICES-TPW	20,000.00	17,886.54	2,113.46	89.43
101-790.03-728.00	POSTAGE-CIRCULATION SERVICES	250.00	174.16	75.84	69.66
101-790.03-805.00	ONLINE INFO-CIRCULATION SERVICES	22,000.00	20,222.47	1,777.53	91.92
101-790.03-807.00	PROF SERVICES-CIRCULATION SERVICES	12,400.00	6,335.40	6,064.60	51.09
101-790.03-808.00	MEMBERSHIP DUES-CIRCULATION SERVICES	1,150.00	812.25	337.75	70.63
101-790.03-861.00	CONFERENCES-CIRCULATION SERVICES	3,600.00	3,137.66	462.34	87.16
101-790.03-862.00	MILEAGE-CIRCULATION SERVICES	200.00	23.45	176.55	11.73
101-790.04-727.00	SUPPLIES-ENGAGEMENT & DESIGN	1,200.00	309.82	890.18	25.82
101-790.04-728.00	POSTAGE-ENGAGEMENT & DESIGN	6,907.00	6,906.38	0.62	99.99
101-790.04-806.00	PROGRAMMING-ENGAGEMENT & DESIGN	40,000.00	39,396.93	603.07	98.49

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE	AVAILABLE	% BDGT USED
			12/31/2024 NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
101-790.04-807.00	PROF SERVICES-ENGAGEMENT & DESIGN	25,000.00	18,125.67	6,874.33	72.50
101-790.04-808.00	MEMBERSHIP DUES-ENGAGEMENT & DESIGN	1,000.00	749.00	251.00	74.90
101-790.04-861.00	CONFERENCES-ENGAGEMENT & DESIGN	5,000.00	4,947.87	52.13	98.96
101-790.04-862.00	MILEAGE-ENGAGEMENT & DESIGN	900.00	861.69	38.31	95.74
101-790.04-880.00	COMMUNITY PROMOTION-MARKETING	20,000.00	10,438.55	9,561.45	52.19
101-790.04-901.00	PRINTING-ENGAGEMENT & DESIGN	16,000.00	14,817.90	1,182.10	92.61
101-790.05-727.00	SUPPLIES-INFORMATION SERVICES	3,300.00	3,196.68	103.32	96.87
101-790.05-728.00	POSTAGE-INFORMATION SERVICES	1,700.00	1,553.21	146.79	91.37
101-790.05-808.00	MEMBERSHIP DUES-INFORMATION SERVICES	1,700.00	1,587.00	113.00	93.35
101-790.05-861.00	CONFERENCES-INFORMATION SERVICES	15,400.00	15,105.62	294.38	98.09
101-790.05-862.00	MILEAGE-INFORMATION SERVICES	2,300.00	2,206.83	93.17	95.95
101-790.06-727.00	SUPPLIES-INFORMATION TECHNOLOGY	25,000.00	23,728.98	1,271.02	94.92
101-790.06-805.00	ONLINE INFO-INFORMATION TECHNOLOGY	252,000.00	247,124.81	4,875.19	98.07
101-790.06-808.00	MEMBERSHIP DUES-INFORMATION TECHNOLOGY	1,500.00	429.00	1,071.00	28.60
101-790.06-809.00	STAFF DEVELOPMENT-IT-TRAINING	7,400.00	7,149.49	250.51	96.61
101-790.06-861.00	CONFERENCES-INFORMATION TECHNOLOGY	4,500.00	3,627.16	872.84	80.60
101-790.06-862.00	MILEAGE-INFORMATION TECHNOLOGY	1,100.00	433.83	666.17	39.44
TOTAL EXPENDITURES		7,749,210.00	7,134,708.43	614,501.57	92.07
Fund 101 - GENERAL FUND:					
TOTAL REVENUES		7,953,984.00	7,964,335.11	(10,351.11)	100.13
TOTAL EXPENDITURES		7,749,210.00	7,134,708.43	614,501.57	92.07
NET OF REVENUES & EXPENDITURES		204,774.00	829,626.68	(624,852.68)	405.14
NET CHANGE IN FUND BALANCE		204,774.00	829,626.68		
FUND BALANCE - BEGINNING OF YEAR		6,195,271.31	6,195,271.31		
FUND BALANCE - END OF YEAR		6,400,045.31	7,024,897.99		

01/08/2025

CHECK REGISTER FOR CANTON PUBLIC LIBRARY
CHECK DATE FROM 12/01/2024 - 12/31/2024

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL CHECKING						
12/03/2024	GEN	55341	1159	HOME DEPOT CREDIT SERVICES	4" CABLE TIES	287.86
12/04/2024	GEN	418(E)	1225	NATIONWIDE RETIREMENT SOLUTIONS	401A EMPLOYER CONTRIBUTIONS	1,683.89
12/04/2024	GEN	419(E)	1225	NATIONWIDE RETIREMENT SOLUTIONS	457B + 457BC EMPLOYEE CONTRIBUTIONS	9,684.20
12/04/2024	GEN	420(E)	1225	NATIONWIDE RETIREMENT SOLUTIONS	457BR EMPLOYEE CONTRIBTIIONS	50.00
12/04/2024	GEN	421(E)	1240	PAYLOCITY	PAYROLL PROCESSING FEES	276.11
12/04/2024	GEN	422(E)	1240	PAYLOCITY	VISION CLAIM REIMBURSEMENT: E.DAVIS	912.67
12/05/2024	GEN	423(E)	1095	D.K. AGENCIES (P) LTD.	INTERNATIONAL MAGAZINE SUBS 2024-25	1,801.40
12/11/2024	GEN	55342	1009	AMAZON CAPITAL SERVICES	DECEMBER PROGRAMMING, WSS	1,772.83
12/11/2024	GEN	55343	1012	AMERICAN RED CROSS	FIRST AID TRAINING - 11/19/2024	1,193.00
12/11/2024	GEN	55344	1406	AMERICAN UNITED LIFE INSURANCE CO	LIFE INSURANCE/DISABILITY MONTHLY PREMIU	1,162.60
12/11/2024	GEN	55345	1420	AMERICAN UNITED LIFE INSURANCE CO	EMPLOYEE ASSISTANCE PROGRAM (EAP) MONTHL	25.00
12/11/2024	GEN	55346	1059	BRODART CO.	TPW ALPHA LABELS	343.17
12/11/2024	GEN	55347	1070	CANTON COMMUNITY FOUNDATION	ENDOWMENT DONATIONS RECEIVED AT CPL	1,325.00
12/11/2024	GEN	55348	1074	CANTON TOWNSHIP WATER DEPARTMENT	WATER & SEWER 09/04/2024-11/01/2024	2,237.20
12/11/2024	GEN	55349	1094	CRIMSON MULTIMEDIA DISTRIBUTION, IN	15 ADULT VIDEO GAMES	1,642.32
12/11/2024	GEN	55350	1467	CTS COMPANIES, INC.	RMM SERVICE 2024	270.00
12/11/2024	GEN	55351	1594	DETROIT SYMPHONY ORCHESTRA, INC	PERFORMANCE WITH MEMBERS OF DSO 12/19	650.00
12/11/2024	GEN	55352	1109	DUNN RITE MAINTENANCE, INC	MONTHLY FEE FOR NIGHTLY CLEANING/JANITOR	5,200.00
12/11/2024	GEN	55353	1412	GRAZYNA G CUMMING	OCT-DEC, DESIGN AND FILE MANAGEMENT OF W	550.00
12/11/2024	GEN	55354	1379	INGRAM LIBRARY SERVICES	BOOKS & PREPROCESSING FEES	1,271.09
12/11/2024	GEN	55355	1176	KANOPY, INC	KANOPY - STREAMING VIDEO PLAY CREDITS	716.55
12/11/2024	GEN	55356	1188	LIBRARY DESIGN ASSOCIATES, INC.	L&M TO CONVERT THE LAB TO FLEX SPACE	99,236.00
12/11/2024	GEN	55357	1193	LONG PLUMBING	L&M FOR BATHROOM EXHAUST FAN & WIRING	1,333.00
12/11/2024	GEN	55358	1604	MATTHEW BALL	MATTHEW BALL - PERFORMER FOR WINTER SNOW	400.00
12/11/2024	GEN	55359	1213	MIDWEST TAPE	AV (MEDIA) & PREPROCESSING FEES	24,744.23
12/11/2024	GEN	55360	1214	MIKE K MCCLURE	BLOG WRITING, INV# 1210	150.00
12/11/2024	GEN	55361	MISC ILL	MISC	ILL REPLACEMENT FEES	29.99 V
12/11/2024	GEN	55362	MISC ILL	MISC	ILL REPLACEMENT FEES	39.99 V
12/11/2024	GEN	55363	1228	NORTHSTAR MAT SERVICE	BI-WEEKLY FLOOR MAT SERVICE	94.71
12/11/2024	GEN	55364	1253	PROQUEST LLC	MUSIC ONLINE LISTENING SUB 12/24 - 11/25	927.27
12/11/2024	GEN	55365	1264	RELIABLE LANDSCAPING, INC.	SNOW & ICE MANAGEMENT	7,925.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
12/11/2024	GEN	55366	1344	THOMSON REUTERS - WEST	THOMSON REUTERS SUB 2024	197.86
12/11/2024	GEN	55367	1442	TRACEY CHALIFOUR	COOKIES & CUPCAKES FOR SWIFT BDAY	163.00
12/11/2024	GEN	55368	1320	TSAI FONG BOOKS, INC.	8 INTERNATIONAL LANGUAGE BOOKS	201.09
12/11/2024	GEN	55369	1327	UNIQUE MANAGEMENT SERVICES	COLLECTION AGENCY CHARGES	299.70
12/11/2024	GEN	55370	1593	WILLIAM BRESLER	PHOTOGRAPHY OF LIBRARY INTERIORS, INV# 1	795.00
12/11/2024	GEN	55371	MISC ILL	BAY COUNTY LIBRARY SYSTEM	ILL REPLACEMENT FEES	39.99
12/11/2024	GEN	55372	MISC ILL	MADISON HEIGHTS PUBLIC LIBRARY	ILL REPLACEMENT FEES	29.99
12/16/2024	GEN	424(E)	1476	JP MORGAN CHASE BANK-ONE CARD	250 FUN CRAYONS, 100 FIDGET GAMES	100,900.83
12/17/2024	GEN	55373	1611	DAVE ROGEHR	TRAIN FOR WINTER SNOW SPREE 12/17	500.00
12/17/2024	GEN	55374	1108	DTE ENERGY	ELECTRICITY AND GAS MONTHLY CHARGES	11,275.56
12/18/2024	GEN	425(E)	1203	MERS	EMPLOYEE PENSION DEDUCTION	3,824.88
12/18/2024	GEN	426(E)	1225	NATIONWIDE RETIREMENT SOLUTIONS	401A EMPLOYER CONTRIBUTIONS	1,683.89
12/18/2024	GEN	427(E)	1225	NATIONWIDE RETIREMENT SOLUTIONS	457B + 457BC EMPLOYEE CONTRIBUTIONS	9,689.60
12/18/2024	GEN	428(E)	1225	NATIONWIDE RETIREMENT SOLUTIONS	457BR EMPLOYEE CONTRIBTIIONS	50.00
12/18/2024	GEN	429(E)	1240	PAYLOCITY	PAYROLL PROCESSING FEES	1,073.10
12/18/2024	GEN	430(E)	1240	PAYLOCITY	STAFF DAY MILEAGE REIMBURSEMENT	681.40
12/23/2024	GEN	55375	1009	AMAZON CAPITAL SERVICES	ORDER NOT TO EXCEED \$100	1,366.60
12/23/2024	GEN	55376	1425	BEARDED FISH AQUATICS	AQUARIUM MAINTENANCE FEE & SUPPLIES	190.00
12/23/2024	GEN	55377	1051	BLUE CARE NETWORK OF MICHIGAN	COVERAGE - JANUARY 2025	26,076.44
12/23/2024	GEN	55378	1072	CANTON TOWNSHIP - BENEFITS	DENTAL CLAIMS/SUBSCRIBER FEES - OCTOBER	2,144.44
12/23/2024	GEN	55379	1094	CRIMSON MULTIMEDIA DISTRIBUTION, IN	21 ADULT VIDEO GAMES	1,534.76
12/23/2024	GEN	55380	1100	DEMCO, INC.	TPW SUPPLIES	542.63
12/23/2024	GEN	55381	1379	INGRAM LIBRARY SERVICES	BOOKS & PREPROCESSING FEES	484.35
12/23/2024	GEN	55382	1213	MIDWEST TAPE	AV (MEDIA) & PREPROCESSING FEES	725.22
12/23/2024	GEN	55383	1228	NORTHSTAR MAT SERVICE	BI-WEEKLY FLOOR MAT SERVICE	94.71
12/23/2024	GEN	55384	1243	PETTY CASH	STELLAR STAFF AWARDS REPLENISHMENT	1,345.00
12/23/2024	GEN	55385	1610	R.A. LEE ELECTRICAL, INC.	L&M FOR ELECTRICAL WORK	192.00
12/23/2024	GEN	55386	1101	ROBERT M DEMEMBER	LABOR TO MODIFY LIGHTING CONTROLS IN CO-	390.00
12/26/2024	GEN	55388	1014	THE ANN ARBOR NEWS	ANN ARBOR NEWS SUB JAN 25-APR 25	114.83
12/28/2024	GEN	55387	1303	CARL SWANBERG	LONGEVITY AWARD - 20 YEARS - SWANBERG	500.00

GEN TOTALS:

Total of 61 Checks:	335,041.95
Less 2 Void Checks:	69.98
Total of 59 Disbursements:	<u>334,971.97</u>



Director's Report January 2025

1. Please remember that starting with the January 2025 meeting, you will meet in the Community Room starting at 7:00pm.
2. At this month's meeting, we ask the board to approve a resolution to move forward with investing a portion of our fund balance with Michigan CLASS. This has been reviewed by our attorney. My thanks once again to Accountant Debbie McHugh for her work on this initiative.
3. We welcome Library of Michigan Library Law Specialist Clare Membiela to this month's meeting, who will provide board training on trustees' legal obligations as elected officials. After this training, Clare will answer any questions you may have regarding the Wayne County Penal Fines miscalculations.
4. Marian Nicholson will provide the board with an overview of the current legislation surrounding the Minimum Wage and Earned Sick Time Acts. Further amendments were introduced in the State House on January 9, which means we still do not yet have firm guidelines from the state on their expectations for compliance when these go into effect at the end of February. While we cannot say at this time how these changes will affect our Salaries budget, particularly in terms of any budget adjustments and/or employee policy amendments we may need to make, we will continue to monitor and keep you posted, and at this month's meeting we will share what we know so far.
5. Included in this month's board packet is the first reading of proposed changes to our Computing Resources Policy, which has been reviewed by our attorney. The changes are the result of the repurposing of the computer lab into the Co-Lab coworking space. Carl Swanberg, Information Technology Department Head, and Megan Hathaway, Information Services Department Head, will be on-hand to answer any questions. We will incorporate any changes you may have and bring this to your February meeting for approval.
6. In personnel news, part-time Librarian Lindsey Kult will be leaving us on January 24 to begin her new full-time position with the Henry Ford Centennial Library in Dearborn. Lindsey has been with us since 2022, and will be missed.
7. Carl Swanberg will be in touch with the four incumbent trustees to migrate your cantonpl.org emails from our on-premises server to the cloud. We hope to have this completed at your February meeting. (Trustees Wahby and Abdu were assigned directly to the cloud when they came on board in November.)

Respectfully submitted,
Eva Davis, Director

CANTON PUBLIC LIBRARY
RESOLUTION TO APPROVE THE ADDITION OF MICHIGAN COOPERATIVE
LIQUID ASSETS SECURITIES SYSTEM
AS AN INVESTMENT OPTION

At a meeting of the Library Board of the Canton Public Library, County of Wayne, Michigan, held at the Library on the 16th day of January 2025 at 7:00 PM.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and supported by _____.

WHEREAS, the Canton Public Library desires to enter into or has entered into an interlocal agreement substantially in the form attached hereto as [Exhibit A](#) (the Participation Agreement) for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, the Canton Public Library is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

WHEREAS, Act 20 of 1943, Section 129.91, as amended (Public Act 20), authorizes Public Agencies to invest surplus funds in certain permissible investments; and Section 1 (1h) of Public Act 20 permits public agencies to cooperatively invest public monies through an interlocal agreement, such as Michigan CLASS, under the Urban Cooperation Act of 1967.

WHEREAS, the Library Board deems it advisable for the Canton Public Library to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of the Canton Public Library's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1) The Library Board adopts the Participation Agreement substantially in the form of [Exhibit A](#), which is incorporated in this Resolution by reference thereto, and agrees to join with other Public Agencies to become a participant under the terms of the Participation Agreement and to accept additional Public Agencies as new participants without subsequent action.

- 2) The Library Board agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed, or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of the Canton Public Library.

- 3) The Library Board acknowledges and confirms the representation, warranties, and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under the Participation Agreement upon which they may respectively rely.

- 4) The Library Board hereby authorizes the authorized officer (the Library Director) to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by the Canton Public Library into the Participation Agreement and the adoption thereof by the Canton Public Library.

- 5) The Library Board understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.

- 6) All resolutions and parts of resolutions in conflict with this Resolution shall be and hereby are amended or repealed to the extent of such conflict.

YEAS: _____

NAYS: _____

THE RESOLUTIONS WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
 COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a resolutions adopted by the Library Board of the Canton Public Library, County of Wayne, State of Michigan, at a meeting held on March 20, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

 Library Board Secretary-Treasurer



Participation Agreement

Dated as of October 1, 1991 by and among

The Michigan Public Agencies that have entered into this Agreement for the purpose of combining funds available for investment and appointing an Investment Advisor

(Restated with Amendments through November 1, 2018)

This Participation Agreement dated as of October 1, 1991 (the Participant Agreement) constitutes an interlocal agreement creating a legal entity pursuant to Section 5 of Act 7 of the Public Acts of the Extra Session of 1967, as amended (the Urban Cooperation Act of 1967), entered into by and among the Michigan public agencies that have adopted an Authorizing Resolution substantially in the form of this Participation Agreement for the purpose of exercising jointly each participating public agency's independent power to invest surplus funds.

WHEREAS, Section 28 of Article 7 of the Michigan Constitution of 1963 provides, among other things, that the legislature of the state of Michigan shall "authorize two or more counties, townships, cities, villages or districts, or any combination thereof to enter into contractual undertakings or agreements with one another...for the joint administration of any of the functions or powers which each would have the power to perform separately" and "to share the costs and responsibilities of such functions and services with one another"; and

WHEREAS, pursuant to the Urban Cooperation Act of 1967 a Public Agency is authorized to exercise jointly with any other public agency of the state any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, each public agency is permitted pursuant to the provisions of the Michigan laws to invest certain of its surplus funds in statutory permitted investments; and

WHEREAS, each public agency will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the surplus funds are invested through one entity, the Custodian; and

WHEREAS, it will increase the efficiency of the investment if the record keeping and other administrative functions are performed by one entity, the Investment Advisor, and if the investment instructions of the Participants are transmitted through one entity, the Investment Advisor, to the Custodian; and

WHEREAS, the governing body of each public agency desiring to become a Participant has adopted an Authorizing Resolution in the form attached hereto as Exhibit D, authorizing the responsible officer of the public agency to invest the surplus funds of the public agency pursuant to this Participant Agreement; and

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, the public agency hereby adopts the following Participation Agreement and agrees to be bound by its terms:

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ARTICLE I
DEFINITIONS

Account is defined as any account opened and maintained pursuant to Section 7.3(a) by the Custodian for the benefit of the Participants and to which the investment property of the Participants is credited and opened.

ACH is the Automated Clearing House.

Act refers to the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, as amended, being Sections 124.501 to 124.512 of the Michigan Compiled Laws, or any successor act.

Affiliate refers to any person, another person directly or indirectly in control of, controlled by, or under common control with such person, or any officer, director, partner, or employee of such persons.

Authorized Officer is the person authorized by a Participant in an Authorizing Resolution authorized to act on behalf of the Participant.

Authorizing Resolution is a resolution of a Public Agency authorizing the public Agency to become a Participant, a sample of which is attached hereto as Exhibit D (the Sample Authorizing Resolution).

Balance for each Participant means the investment property value of a Participant's account on any given day.

Board refers to the Board of Trustees created by Article IV.

Business Day is a day on which banks are not required or authorized by law to close in the state and on which the Investment Advisor or Custodian is not closed.

Conflicting Provisions shall have the meaning set forth in Section 12.3 hereof.

Contribution Procedures are the procedures for making contributions to the Investment Property set forth in Exhibit A.

Custodian is the person appointed and under the direction of the Investment Advisor pursuant to Article VII.

Custodian Agreement is the agreement entered into by the Investment Advisor and Custodian.

Fund means any of the funds established by the Investment Advisor pursuant to Section 6.3 hereof.

Government Funds shall have the meaning ascribed to it in Section 3 hereof.

Investment Advisor is any person appointed, employed, or contracted with by the Board to manage the Investment Property.

Investment Advisor Agreement is the agreement entered into by the Investment Advisor and the Board.

Investment Advisor Liabilities are any liabilities for the Investment Advisor under Section 11.1 for which indemnification is not provided by Section 11.3.

Investment Authority Acts refer to Act No. 20 of 1943, as amended, being Sections 129.91 to 129.97a of the Michigan Compiled Laws; Act No. 451 of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws; Act No. 331 of 1966, as amended, being Section 389.1 to 389.195 of the Michigan Compiled Laws; Act No. 94 of the Public Acts of 1933, as amended, being Sections 141.101 to 141.140 of the Michigan Compiled Laws; and any successor act thereto and any other act that authorizes the investment of surplus funds.

Investment Criteria are the objectives and standards for permitted investments set forth in Exhibit E.

Investment Funds are immediately available surplus funds delivered by each Participant to the Custodian for investment pursuant to this Participation Agreement but only if (i) such Participant is authorized pursuant to the law of the state to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the state to authorize the delivery and investment of such funds.

Investment Property refers to any and all property - real, personal, or otherwise tangible or intangible - that is transferred, conveyed or paid to an account by any Participant pursuant to Section 3.6 hereof and all proceeds, income, profits, and gains therefrom that have not been distributed to the Participant pursuant to Section 3.7 hereof, used to discharge an investment property liability or offset by losses and expenses.

Investment Property Liability is defined as any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the investment property pursuant to this Participation Agreement.

Investment Property Value means the value of the investment property net of the amount of the investment property liabilities as determined pursuant to the Investment Advisor Agreement and the valuation procedures described in Exhibit C hereto.

Michigan CLASS is an investment program under the act known as the Michigan Cooperative Liquid Assets Securities System, the separate legal and administrative entity created by this Participation Agreement.

Participant is a public agency that has entered into a Participation Agreement.

Participant in Good Standing is a Participant with greater than a zero balance.

Participation Agreement means this Participation Agreement dated as of October 1, 1991 by and among the Participants, as amended from time-to-time.

Permitted Investments are bonds, securities, and other obligations of the United States or any agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States; securities issued or guaranteed by the Government National Mortgage Association; United States government or federal agency obligation repurchase agreements that are secured by the transfer of title and custody of obligations to which the repurchase agreements relate that maintain the market value of those obligations during the life of the repurchase agreement at levels equal to or greater than the amounts advanced and for which an undivided interest in those obligations are pledged to the Participants or to the Custodian on behalf of the Participants; and any other investment permissible to all Participants individually under the Investment Authority Acts that the Board may authorize upon recommendation of the Investment Advisor.

Person refers to any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, company, corporation, unincorporated organization, group government, or any political subdivision, department, or agency of the government.

Person in Good Standing is an authorized officer of a Participant with greater than a zero balance who does not serve on the Board of any other investment program in the state substantially similar in form to Michigan CLASS.

Prime Fund shall have the meaning ascribed to it in Section 6.3 hereof.

Public Agency refers to a county, city, village, township, school district, authority, or any other political subdivision organized under the laws of the state and a public agency under the Act that at all times is:

- (a) a political subdivision of the state of Michigan or a public instrumentality of the state of Michigan within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended; and
- (b) a political subdivision of the state of Michigan or an agency, authority, or instrumentality of the state of Michigan or any of its political subdivisions within the meaning of Section 2(b) of the Investment Company Act of 1940, as amended.

Record Date is the date no more than 30 days prior to the date of any vote of the Participants, as fixed by the Investment Advisor.

State means the state of Michigan.

Surplus Funds refers to money that belongs to or is under the control of the public agency and is available for investment in permitted investments, not being required by law or agreement with bondholders to be segregated and invested in a specific manner.

Trustee refers to any member of the Board of Trustees created pursuant to Article IV.

Valuation Procedures are the procedures for determining the value of the Investment Property set forth in Exhibit C.

Withdrawal Procedures are the procedures for requesting payments out of the investment property set forth in Exhibit B.

Zero Balance means any Participant's balance that is less than or equal to \$0.00.

ARTICLE II
ESTABLISHMENT

2.1. **Establishment, Purpose:** Through the creation of the Board, the Participants hereby establish a separate legal and administrative entity organized and existing pursuant to the Act for the purpose of exercising jointly each participating public agency's independent power to invest surplus funds.

2.2. **Name:** The name of the entity created by this Participation Agreement shall be Michigan Cooperative Liquid Asset Securities System (Michigan CLASS), and the Board shall conduct the entity's activities, execute all documents, and sue and/or be sued under that name. The Board may use such other distinctions, including Michigan CLASS, and they may adopt such other name or names as they deem proper, and the entity may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the state or the United States of America so as to protect and reserve the right of the entity in and to such names.

2.3 **Participation Requirements, Changes of Incumbency:**

(a) Only those public agencies that have adopted this Participation Agreement and have complied with its provisions may become Participants.

(b) Each public agency adopting and executing this Participation Agreement and otherwise complying with the provisions hereof shall become a Participant; however, only those Participants carrying greater than a zero balance are entitled to voting rights, as described in Section 3.4.

2.4. **Location:** Michigan CLASS shall maintain an office of record in the state and may maintain such other offices or places of business as the Board may from time-to-time determine. The office of record may be changed from time to time by resolution of the Board and notice of such change of the office of record shall be given to each Participant.

ARTICLE III

PARTICIPANTS

3.1. Method of Participation: Any public agency that wishes to become a party to this Participation Agreement may do so by adopting an Authorizing Resolution, such as the Authorizing Resolution attached here to as Exhibit D, and, upon adoption, delivering a certified copy of the Authorizing Resolution to the Investment Advisor. A copy of this Participation Agreement shall be adopted through incorporation by reference into the Authorizing Resolution of the public agency. The Investment Advisor shall provide written notification to the Custodian and other Participants of the admission of a new Participant. Any public agency that becomes a Participant shall have the same rights and obligations hereunder as any other Participant.

3.2. Exercise of Participants' Rights: All rights of the Participants as set forth in this Participation Agreement shall be exercised by their respective authorized officer. Wherever in this Participation Agreement action is required by or allowed to a Participant, such action shall be taken by the authorized officer on behalf of the Participant. All notices required to be sent to Participants shall be sent to the authorized officer.

3.3. Election of the Board of Trustees: The Participants in good standing shall elect the members of the Board.

3.4. Voting:

(a) Subject to subsection (b) below, each Participant in good standing, through its authorized officer, shall be entitled to one vote as a matter of right with respect to the following matters:

- (i) Election of the Board;
- (ii) Amendment of the Participation Agreement;
- (iii) Termination of the Participation Agreement; and
- (iv) Reorganization of the Participation Agreement.

(b) Any Participant who has a zero balance as of any record date remains a Participant but has no voting rights as of such record date. A Participant shall regain voting rights upon a subsequent record date if on such subsequent record date, the Participant carries greater than a zero balance.

3.5. Proxies: An authorized officer may vote by proxy, provided that no proxy shall be voted unless it shall have been placed on file with the secretary of Michigan CLASS or with such other officer of Michigan CLASS as the secretary may direct. All proxies shall be revocable at the option of the authorized officer at any time prior to the vote.

3.6. Contributions:

(a) After the Participation Agreement is effective and the Investment Advisor Agreement is entered into, each Participant shall have the right from time-to-time to deliver investment funds to the Custodian for credit to such Participant's balance. A Participant that wishes to make such a delivery shall notify the Investment Advisor and follow the contribution procedures set

forth in Exhibit A. Upon the receipt of a notice from a Participant, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the notice and the amount to be invested by the Participant.

(b) The balance of a Participant shall be increased upon the delivery of investment funds by an amount equal to the amount of such investment funds.

(c) Upon receipt of a Participant's investment funds, the Custodian shall deliver a confirmation to the Investment Advisor. The Investment Advisor shall note the increase in such Participant's balance, shall retain a copy of the confirmation in its records, and shall deliver electronic confirmation of the delivery to the Participant.

(d) If the Investment Advisor has received notice that a public agency no longer qualifies as a Participant or that any funds delivered pursuant to Section 3.6 are not investment funds, the Investment Advisor shall request the Custodian to return to such Participant such funds and such Participant shall bear all of the costs and liabilities associated with the delivery of such funds.

3.7. Withdrawals:

(a) Each Participant shall have the right from time-to-time to request, in accordance with the withdrawal procedures set forth in Exhibit B hereto, that the Investment Advisor notify the Custodian to pay to the Participant, or to its order, any amount (rounded to the nearest whole cent) that is less than or equal to its balance at the time that payment is made pursuant to such request.

(b) Upon the receipt of any withdrawal request, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the withdrawal request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant.

(c) Whenever any payment is made to, or to the order of, any Participant pursuant to Section 3.7(b) hereof, such Participant's balance shall be reduced by the Investment Advisor by the amount of such payment.

(d) Subject to the terms and conditions of this Participation Agreement, the Custodian shall honor a Participant's request, upon notice from the Investment Advisor, to pay to a Participant any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's balance at the time payment is made.

(e) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which

trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market; (ii) a general banking moratorium shall have been declared by Federal or state authorities or; (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the investment property because of the substantial losses that might be incurred or (b) to determine the investment property value in accordance with the valuation procedures set forth in Exhibit C. The Investment Advisor shall determine on behalf of the board when an event occurs that, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals and shall immediately notify the Custodian and each Participant by telephone or electronic medium of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's balance. Such a suspension or postponement shall take effect at such time as is determined by the Investment Advisor and thereafter there shall be no right to request or receive payment until the first to occur of (a) in the case of (i) or (ii) above, the time at which the Investment Advisor declares the suspension or postponement at an end, that declaration shall occur on the first day of the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

3.8. Receipt of Statements and Reports; Requests:

(a) The Investment Advisor on behalf of the Board shall provide to each Participant a copy of any statements or reports prepared pursuant to the Investment Advisor Agreement and applicable to such Participant.

(b) In addition, each Participant may direct the Investment Advisor to provide a statement of the value of the Participant's balance as of the date of the request. The Investment Advisor shall provide such statement.

(c) Each Participant may direct the Investment Advisor to maintain the records relating to such Participant in a manner that subdivides the Participant's balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its investment funds and investment property related to the Participant's balance.

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

(e) The Board is entitled to any reports or statements applicable to any or all Participants as it shall request of the Investment Advisor and prepared pursuant to the Investment Advisor Agreement.

3.9. Termination of Participation:

(a) Any Participant may withdraw from this Participation Agreement at any time upon written notice to the Investment Advisor, who shall promptly notify the Custodian and the other Participants upon receipt of such notice of withdrawal. Upon its withdrawal from this Participation Agreement, a Participant shall cease to have any rights or obligations under this Participation Agreement except for any indemnification obligations set forth in Article XI arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute a request under the payment procedures that an amount equal to the requesting Participant's Balance as of the date of such notice be paid to such Participant. No withdrawal shall become effective until such Participant has a zero balance, and until such time, such Participant shall continue to possess all the rights, and to be subject to all the obligations, arising from this Participation Agreement.

(b) Any Participant that no longer qualifies as a public agency that breaches any material covenant contained in Article IX hereof or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 3.9(a) hereof immediately upon such disqualification, breach, or cessation but shall not be deemed to have requested the payment of its balance unless, and until, it either makes an actual payment request or the Investment Advisor determines that such a disqualification, breach, or cessation has occurred.

ARTICLE IV

BOARD OF TRUSTEES

4.1. Establishment of Board: The management of investment property shall be under the direction of the Board of Trustees that is hereby created by this Participation Agreement as a separate entity.

4.2. General Powers: The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the investment property to the same extent as if the Board were the sole owner of the investment property in its own right. All powers granted by this Participation Agreement to the Investment Advisor or Custodian shall also be considered powers of the Board that have been delegated for the term of the agreement with the Investment Advisor. The Board may perform such acts as they determine in their sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without an order or other action by any court. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.

4.3. Investment and Management; The Investment Program: The Board shall have the power to subscribe for, invest in, reinvest in, purchase, or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute, or otherwise deal in or dispose of permitted investments pursuant to the Michigan CLASS Investment Policy attached hereto as Exhibit F-1. In accordance with Section 10.1(d) hereof, the Michigan CLASS Investment Policy may be amended upon providing Participants 30 days' notice of such amendment. In the exercise of its powers, the Board shall not be limited to permitted investments maturing before the possible termination of this Participation Agreement.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity while providing a competitive investment yield by investing in permitted investments. The Board shall appoint an Investment Advisor and the Board is directed to enter into the Investment Advisor Agreement with the Investment Advisor consistent with the terms of this Participation Agreement. The Investment Advisor Agreement shall not be for a term greater than ten years but may be subject to renewal for successive terms. The Investment Advisor shall have the power to manage the Investment Property including the authority to exercise all powers vested by this Section with the Board other than the designation of additional investments as permitted investments.

4.4. Title to Investments; Rights as Holders of Investment Property: Legal title to all investment property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board except that the Board shall have full and complete power to cause legal title to any investment property to be held, if permitted by law, in the name of any other person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all rights, powers, and privileges appertaining to the ownership of the investment property to the same extent that any

individual might and, without limiting the generality of the foregoing, to vote or give any consent, request, or notice or waive any notice either in person or by proxy or power of attorney with or without the power of substitution, to one or more persons, that proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

4.5. Payment of Expenses: The Board shall have full and complete power:

(a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Participation Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the investment property or the Board in connection with the investment property or upon or against the investment property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the investment property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the investment property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

4.6. Power to Contract, Appoint, Retain and Employ: The Board is responsible for the investments of Michigan CLASS consistent with the investment policy established in this Participation Agreement and for the general administration of the business and affairs of Michigan CLASS. Subject to the limitations expressed in Section 4.11 of this Participation Agreement, the Board shall have full and complete power to, and shall always, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust, or other entity of which one or more of them may be an affiliate) for the transaction of the affairs of the Board.

4.7. Insurance: The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of investment property, insurance policies insuring Michigan CLASS, officers, employees, and agents of Michigan CLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by Michigan CLASS or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not Michigan CLASS would have the power to indemnify such person against such liability.

4.8. Borrowing and Indebtedness: The Board shall not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase permitted investments except as a temporary measure to facilitate the transfer of funds to the Participant that

might otherwise require unscheduled dispositions of portfolio investments but only to the extent permitted by law.

4.9. Remedies: Notwithstanding any provision in this Participation Agreement, when the Board deems that there is a significant risk that an obligor to Michigan CLASS may default or is in default under the terms of any obligation of Michigan CLASS, the Board shall have full and complete power to pursue any remedies permitted by law that, in their sole judgment, are in the interests of Michigan CLASS, and the Board shall have full and complete power to enter into any investment, commitment, or obligation of Michigan CLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

4.10 Information Statement: The Board shall have full and complete power to prepare, publish, and distribute an Information Statement regarding Michigan CLASS and to amend or supplement the same from time to time.

4.11. Contracting with Affiliates: To the extent permitted by law, the Board may enter into transactions with any affiliate of any of the Trustees or any affiliate of the Investment Advisor if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board including a majority of the Trustees who are not affiliates of any person who is a party to the transaction with the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the Board or with the person who is a party to the transaction with the Board.

4.12. Further Powers: The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as they deem necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of Michigan CLASS although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interest of Michigan CLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.

ARTICLE V
TRUSTEES

5.1. Number and Qualification:

(a) The Board shall have at least nine (9) but no more than thirteen (13) members.

(b) The members of the Board shall be comprised of at least one (1) but not more than four (4) members from each of the following Participant categories:

- (i) Counties;
- (ii) Cities/Villages;
- (iii) Townships;
- (iv) School Districts (including intermediate school districts); and
- (v) Other Public Agencies not listed above (including community colleges).

The Board shall be the sole judge of the election and qualification of its members.

(c) Only a person in good standing is eligible for election to the Board.

5.2. Term of Office: The term of office for a Trustee shall be three years or until a successor has been appointed and qualified and such term shall begin at the meeting of the Board following the election. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least three Trustees shall expire in any year.

5.3. Election of Trustees:

(a) Participants in good standing shall elect Trustees by a majority vote of those voting Participants in accordance with Section 3.4. Prior to each vote, the Board shall prepare a ballot containing sufficient candidates to assure that at least one but no more than four Trustees from each Participant category listed in Section 5.1(b) above may be elected.

(b) Elections procedures shall be further set forth by the election policy approved by the Board and attached hereto as Exhibit G.

(c) After each election, each Participant shall by this Participation Agreement be considered to have appointed each person elected by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 5.4 or Removal according to Section 5.5.

5.4. Resignation of Trustees: Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery or at a later date specified in the written notice.

5.5. Removal of Trustees: As provided in Section 7 of the Act, the governing body of each Participant may vote at will to remove one or more of the Trustees it appointed. A Trustee removed by a Participant will not be considered the appointee of that Participant but shall remain a member of the Board unless removed by a majority of the Participants. If a Participant elects to remove all of the Trustees it appointed, the Participant will be considered to have terminated its participation and withdrawn from this Participation Agreement. Any Trustee can be removed from the Board for all Participants for good cause by the action of at least two-thirds (2/3) of the remaining Trustees.

5.6. Vacancies: The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence, or other incapacity to perform the duties of the office, or removal by a majority of the Participants pursuant to Section 5.5 hereof, of a Trustee. In the case of a vacancy, the Board continuing in office shall, by majority vote, appoint another person as a replacement Trustee to serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to Section 5.5, the appointee of each Participant.

5.7. Meetings:

(a) The annual meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the election of officers, setting the calendar for regular meetings, and other organizational matters as provided in the bylaws.

(b) Regular meetings of the Board shall be established annually in the method described in the bylaws of the Board and may be held without call or notice at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the bylaws of the Board.

(d) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Participation Agreement or by law of the state.

(e) Meetings of the Board shall be subject to the Open Meetings Act (Act No. 267 of 1976, being Sections 15.261-15.275).

(f) With respect to any affiliate of any Trustee, Trustees who are so affiliated within the meaning of Section 4.11 of this Participation Agreement or otherwise interested in any action to be taken must disclose such affiliation or interest. Such Trustees may be counted for

quorum purposes, but such Trustees shall not be entitled to vote upon any matter related to the Affiliate or interest.

5.8. Bylaws: The Board shall adopt, and may, from time to time, amend or repeal bylaws for the conduct of the business of the Board, and in such bylaws, may among other things, define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.

5.9. Officers. The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the bylaws.

ARTICLE VI
INVESTMENT ADVISOR

6.1. **Appointment:**

(a) The Board shall appoint an Investment Advisor for the purpose of fulfilling the responsibilities provided the Investment Advisor under this Participation Agreement, and each Participant hereby delegates to the Board the authority to enter into an agreement with the Investment Advisor for a period not to exceed ten years and on the terms set forth in this Participation Agreement. Such Investment Advisor Agreement may be renewed for successive terms.

(b) The Investment Advisor shall be required pursuant to the Investment Advisor Agreement to accept such appointment and to agree to render the services and to assume the obligations set forth therein and in this Participation Agreement, for the compensation provided in the Investment Advisor Agreement.

6.2. **Duties and Obligations of the Investment Advisor:**

(a) The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the Board from time-to-time. The Board may authorize the Investment Advisor to affect purchases, sales, or exchanges of investment property on behalf of the Board or may authorize any officer, employee, agent, or member of the Board to affect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Board. The Board has authorized the establishment of a primary fund for the investment of surplus funds of the Participants in Section 6.3 hereof and may direct the Investment Advisor to establish specially designated funds with specific investment characteristics pursuant to Section 6.3 of this Participation Agreement; the establishment thereof shall not require any further action of the Board. After such direction, any such establishment of specially designated Funds shall be deemed authorized by the Board.

(b) The Participants and the Board delegate no discretion to the Investment Advisor hereunder to invest investment property in any but permitted investments and the Investment Advisor shall expressly refuse to accept any delegation of such discretion. Except as set forth herein and subject to law, the decision of how to invest or not to invest shall remain at all times under the control of the Board. The Investment Advisor is directed to cause investment property of each Participant to be invested in concert in permitted investments and consistent with the investment criteria set forth in Exhibit E, Exhibit F-1, or such other exhibits created pursuant to Section 6.3 hereof. The Investment Advisor shall have no additional discretion than that stated in this Participation Agreement in carrying out the directions set forth in this Section 6.2 or Section 6.3.

(c) The Investment Advisor shall at no time have custody of, or physical control over, any of the investment property. The Investment Advisor shall, upon approval of the Board, appoint a Custodian as defined in the Participation Agreement to receive, hold for reinvestment, and clear all investment property. The Investment Advisor shall not be liable for any act or omission of

the Custodian but shall be liable for the Investment Advisor's acts and omissions as provided herein. Each Participant and the Board direct the Custodian to act, and the Custodian shall agree to act in accordance with the instructions of the Investment Advisor.

(d) The types of permitted investments into which investment property shall be invested is determined by the Board pursuant to the Participation Agreement and, subject to Section 6.3 hereof, the Board delegates the selection of investments within those permitted investments to the Investment Advisor. All actions of the Investment Advisor in selecting investments that meet the investment parameters contained herein and in implementing the sale or purchase of securities are taken on behalf of the Board.

6.3. Funds: The Investment Advisor shall cause the Custodian to establish a primary fund (the Prime Fund) for the investment of surplus funds of the Participants. The Prime Fund shall be invested in permitted investments pursuant to the criteria and policies contained in Exhibit E and Exhibit F-1 hereto. Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated funds, in addition to the Prime Fund, with specified investment characteristics that may be more limited than the permitted investments, but may not be broader (the Government Funds and, together with the Prime Fund, the Funds). The Investment Advisor may cause the Custodian to establish such Government Funds once the Board or its designee has approved in writing the investment characteristics of such Government Funds. If established, any such Government Fund shall consist only of permitted investments, and the investment characteristics of each such Government Fund shall be set forth in a separate investment policy made an exhibit to this Participation Agreement, which exhibit shall be titled "Exhibit F-1" with the applicable number being inserted in the blank. The establishment of such Government Funds shall not be deemed an amendment of this Participation Agreement. According to the contribution procedures set forth in Section 3.6 hereof, a Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such fund to maintain accounts and reports separate from any other fund. The Investment Advisor shall cause to be maintained a separate rating on each such fund. All provisions of this Participation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

6.4 Special Subaccounts: Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor from time-to-time may propose to the Participants that the Participants establish specially designated, individualized subaccounts within any fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Participation Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of permitted investments to be made, and additional administration fees. A Participant in its sole discretion may create such proposed special, individualized subaccounts within any fund. Any special subaccount that is created pursuant to this Section 6.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special subaccount are amended by the specific Participant having such subaccount. To amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such investment policy may not be broader than the Investment Policy of Prime Fund attached to this Participation Agreement as Exhibit F-1, or if a subaccount is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund and in no case shall it be broader than the Investment Policy contained in Exhibit F-1 hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of the Participation

Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

6.5 Successor: In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board may appoint, employ, or contract with a successor.

6.6 Third Party Beneficiary: The Participants expressly agree that the Investment Advisor is a third party beneficiary of this Participation Agreement.

ARTICLE VII
THE CUSTODIAN

7.1. **Appointment and Acceptance:**

(a) Subject to the approval of the Board, the Investment Advisor is directed to appoint and provide direction to the Custodian. The Custodian shall be required to accept the duties and obligations of the Custodian described in this Participation Agreement.

(b) The Investment Advisor may appoint, with the consent of the Custodian, or authorize the Custodian to utilize sub-custodians to serve as a Custodian in the performance of the obligations of the Custodian hereunder provided that (a) the use of such sub-custodians is permitted under the law of the state, (b) the use of such sub-custodians will not render the performance of any provision of this Participation Agreement by any of the parties hereto invalid, illegal, or not permitted under the laws of the state, (c) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian, (d) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the investment property is not diminished or adversely affected because of the Custodian's use of a sub-custodian, and (e) the sub-custodian is a bank or trust company, savings, and loan association or credit union eligible to be a depository of surplus funds of the state under Sections 3 and 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.145 to 21.146 of the Michigan Compiled Laws. A sub-custodian does not include, and a Custodian may utilize, any affiliate of the Custodian as a depository to hold or clear investment property or instruments evidencing permitted investments made with investment property in the name of any nominee of the Custodian on behalf of the Participants.

(c) The Custodian shall receive, hold for reinvestment, and clear all investment funds and investment property. The Custodian shall perform those functions with respect to investment funds and investment property as provided by this Participation Agreement and the Custodian Agreement.

(d) No investment funds or investment property received by the Custodian pursuant to this Participation Agreement shall be accounted for in any manner which might cause such investment funds or investment property to become assets or liabilities of the Custodian.

(e) With respect to school districts that are Participants, the Custodian and any sub-custodian utilized by the Custodian shall be considered, for purposes of Section 1223(2) of Act No. 451 of the Public Acts of 1976, as amended, being Section 380.1223 of the Michigan Compiled Laws, to be the depository of the funds of a school district from which a contribution under Section 3.6 was made and into which the instrument representing that contribution shall be deposited.

(f) The Custodian shall, within thirty (30) days of issuance, deliver a copy of its annual report to the Investment Advisor and the Board.

7.2. Resignation and Removal; Successors:

(a) The Custodian may resign upon the giving of at least ninety (90) days' prior written notice to the Investment Advisor.

(b) Subject to the approval of the Board, the Investment Advisor may remove the Custodian upon not more than sixty (60) days' prior written notice to the Custodian. Notwithstanding the foregoing, the removal of the Custodian shall not be deemed effective unless a successor shall have been chosen and accepted the position.

7.3. Powers:

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one account for each fund established by the Investment Advisor in the name of "(Name of Custodian) as Custodian for (Name of Fund) for the Benefit of the Participants who are parties to a Participation Agreement dated as of October 1, 1991" and will accept for safekeeping and for credit to the account, in accordance with the terms hereof, all investment funds delivered pursuant to Section 3.6 and Section 6.3 hereof, and the income or earnings derived therefrom, delivered to or collected by it for deposit in or otherwise held in the account. The Custodian may accept funds hereunder and shall not be required to make an independent determination whether such funds are investment funds.

(ii) All securities and other non-cash investment property held in the account shall be physically segregated from other securities and non-cash property in the possession of the Custodian and shall be identified as subject to this Participation Agreement.

(b) Only upon and in accordance with instructions of the Investment Advisor as provided herein shall the Custodian, for the account and risk of the Participants:

(i) receive and deliver investment funds and all other investment property;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form and surrender securities at maturity or earlier when advised for a call for redemption;

(iii) make, execute, acknowledge, and deliver as Custodian any and all documents or instruments (including but not limited to all declarations, affidavits, and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 7.3(b);

(v) sell, exchange, or otherwise dispose of any and all investment property free and clear of any and all interests of any and all Participants, at public or private sale, with or without advertisement and execute and deliver any deed, power, assignment, bill

of sale, or other instrument in connection therewith; and

(vi) exercise all other rights and powers and to take any action in carrying out the purposes of this Participation Agreement.

(c) (i) The Custodian shall collect the income on the investment property and distribute it in accordance with instructions of the Investment Advisor in accordance with Article III hereof;

(ii) the Custodian shall hold the investment property and all instruments evidencing permitted investments made with investment property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at Depository Trust Company or other depository or clearing corporation in the name of the Custodian on behalf and for the benefit of the Participants; or (c) in a book entry account in the name of the Custodian on behalf and for the benefit of the Participants with the Federal Reserve Bank, in which case a separate accounting of the investment property shall be maintained by the Custodian at all times. The investment property and all instruments evidencing permitted investments made with investment property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provide, however, that the custodial relationship and the interests of the Participants regarding such investment property and instruments shall be noted on the records of the Investment Advisor and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian;

(iii) with respect to enforcing rights in connection with the investment property, the Custodian shall have the power to act upon instruction of the Investment Advisor in order to prevent the loss or default upon investment property, including without limitation, the power to: (a) collect, sue for, receive, and receipt for all sums of money or other property due; (b) consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon, or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the investment property; (d) foreclose any collateral, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts that are part of or relate to the investment property; (e) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase, or otherwise acquire title to any property; (f) be a party to the reorganization of any person and transfer to the deposit with any corporation, committee, voting trustee, or other person any securities, investments, or obligations of any person that form a part of the investment property for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; (i) pay or satisfy any debt or claims; and (j) file any financing statements concerning the Investment Property with the appropriate authorities to protect the investment property from any potential claim of any creditors of any of the Participants.

7.4. Custodian Relationship; Records:

(a) The Custodian shall hold the investment property for the collective benefit of each of the Participants. The investment property shall be the property of the Participants and shall not be or be deemed to be an asset or a liability of the Custodian.

(b) The Custodian acknowledges that the records concerning the investment property shall be maintained by the Investment Advisor and that such records shall conclusively determine the interests of each Participant in the investment property; the Custodian hereby agrees that such records are conclusively determinative of the interests of the Participants. The Investment Advisor shall cause such records to separately account for each Participant, and to show any deposits, earnings, withdrawals, or fees associated with the Participant. Notwithstanding the foregoing, the Custodian shall maintain its own internal records concerning the account and the transactions contemplated by this Participation Agreement.

7.5. Reliance on Instructions:

(a) The Custodian shall accept and shall be fully protected if it relies upon the instructions actually received and given in writing or as otherwise provided by this Section by any authorized officer, employee, or agent of the Investment Advisor, and all authorizations shall remain in full force and effect until cancelled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees, or agents of the Investment Advisor shall be only such persons as are authorized by corporate resolution of the Investment Advisor duly certified in writing to the Custodian by the Investment Advisor's secretary. The Custodian may rely on instructions received by generally accepted methods of transmission acceptable to the Custodian that the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through the Asset Management System (AMS) or a customer data entry system or any similar electronic instruction system acceptable to the Custodian. The Custodian shall have no responsibility to assure that the instructions of the Investment Advisor either conform to the Participation Agreement or require actions to be taken which are authorized by law. The Custodian shall incur no liability as a result of any act or omission by the Custodian in accordance with instructions on which the Custodian is authorized to rely pursuant to the provisions of this Section 7.5.

(b) In the absence of bad faith or gross negligence on its part, the Custodian may conclusively rely, as to the truth and correctness of the statements expressed in notices, certificates, or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate, or document submitted to it or verify the accuracy of the contents thereof.

7.6. Subrogation: The Investment Advisor on behalf of the Board shall be entitled to be subrogated to the rights of the Custodian with respect to any claim against any other person or institution which the Custodian may have as a consequence of any loss or damage to the investment property. In such event, the Investment Advisor shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for loss.

7.7. Insurance: The Custodian will maintain insurance coverage of the types and amounts reasonably appropriate based on the investment property value of Michigan CLASS, as agreed to by

the Board, in accordance with the provisions set forth in Exhibit H.

7.8. Setoff: The Custodian shall not have nor seek to enforce any right of setoff, recoupment, or similar rights against the investment property for any amounts owed to the Custodian pursuant to this Participation Agreement.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of Each Participant: Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents in order to execute and deliver this Participation Agreement and to perform its obligations hereunder including without limitation the appointment of the Investment Advisor; and

(b) the adoption and performance of the Participation Agreement does not violate the Participant's charter or organizational documents or any applicable general law or other local ordinance, rule or regulation; and

(c) the performance of this Participation Agreement has been duly authorized, and this Participation Agreement is the legal, valid, and binding obligation of the Participant, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(d) the certificates delivered hereafter by the Participant pursuant to this Participation Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the adoption and performance of the Participation Agreement does not (i) conflict with or result in the breach or termination of, or (ii) otherwise give any other person the right to terminate, or (iii) constitute a default, event of default, or an event with notice or lapse of time, or both would constitute a default or an event of default under the terms of, any contract or permit to which the Participant is a party or by which the Participant or its properties are bound.

8.2. Representations and Warranties of the Investment Advisor: The Investment Advisor represents and warrants in the Investment Advisor Agreement that:

(a) the Investment Advisor is a duly organized and validly existing corporation, duly qualified to conduct business in the state; and

(b) the performance of its duties described under this Participation Agreement and the execution, performance, and delivery of the Investment Advisor Agreement have been duly authorized and are the legal, valid, and binding obligations of the Investment Advisor, enforceable against the Investment Advisor in accordance with their terms.

(c) it is a United States Securities and Exchange Commission registered investment advisor.

8.3. Representations and Warranties of the Custodian: The Custodian appointed by the Investment Advisor shall represent and warrant that:

(a) it is a duly organized and validly existing banking corporation, organized under the laws of the state and duly qualified to conduct business in the state; and

(b) the performance of this Participation Agreement has been duly authorized and is the legal, valid, and binding obligation of the Custodian, enforceable against it in accordance with its terms.

ARTICLE IX

COVENANTS

9.1. Source of Contributions: Each Participant hereby covenants that it will deliver pursuant to Section 3.6 only investment funds that constitute surplus funds and are permitted to be invested pursuant to the laws of the state and any ordinance or local regulation applicable to such Participant and that it will perform all actions required by the laws of the state and any ordinance or local regulation application to such Participation to be done prior to such investment.

9.2. Truth of Representations and Warranties: Each party to this Participation Agreement hereby covenants that it shall withdraw from this Participation Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

9.3. Compliance with Law: The parties agree that this Participation Agreement is intended to comply fully with all provisions of the act.

ARTICLE X
AMENDMENT AND TERMINATION

10.1. Amendment.

(a) This Participation Agreement may be amended from time-to-time. The Participation Agreement may be amended upon:

- (i) a two-thirds (2/3) majority approving vote of the appointed Trustees;
- (ii) following the approval of the Board, the simple majority approving vote of the Participants; and
- (iii) following the approval of the Participants, the two-thirds (2/3) majority vote of those Trustees present at the meeting of the Board at which the amendment is being finally considered, reapproving the amendment.

(b) Notwithstanding the foregoing, the Board may from time-to-time, upon a two-thirds (2/3) vote of the Board and after 45 days prior written notice to the Participants, amend or alter the provisions of this Participation Agreement without the vote of the Participants that it deems in good faith to be necessary to conform this Participation Agreement to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing to do so. Notwithstanding the foregoing, no amendment may be made pursuant to this Section 10.1(b) that would substantively alter the rights of the Participants or liability of the Participants or Trustees.

(c) Any amendment executed pursuant to Section 10.1(a) or (b) hereof will be effective thirty (30) days after the last affirmative vote is obtained as required by Section 10.1(a) or (b) hereof. A certification signed by a two-thirds (2/3) majority of the Board setting forth an amendment and reciting that it was duly adopted or a copy of the Participation Agreement, as amended and executed by a two-thirds (2/3) majority of the Board, shall be conclusive evidence of such amendment.

(d) The amendment of any Exhibit to this Participation Agreement shall not be considered an amendment to the Participation Agreement and may be made by the Board to the extent consistent with the terms of the Participation Agreement. An amendment to an Exhibit pursuant to this Section 10.1(d) shall not be made effective until 30 days after each Participant has received notice of the amendment.

10.2. Termination:

(a) This Participation Agreement may be terminated at any time pursuant to the following procedures:

(i) a three-quarters (3/4) majority approving vote of the Trustees appointed and serving;

(ii) following the approval of the Board, the simple majority approving vote of the Participants; and

(iii) following the approval of the Participants, the three-quarters (3/4) majority vote of the Trustees appointed and serving, reapproving the termination.

(b) This Participation Agreement shall terminate automatically if:

(i) at any time after one year after the date of this Participation Agreement there are fewer than two Participants; or

(ii) the Board did not act to name a new Investment Advisor on or before the day that is immediately prior to the date on which the term of the Investment Advisor expires, or the resignation or withdrawal of the Investment Advisor would otherwise become effective.

(c) Upon the termination of this Participation Agreement pursuant to this Section 10.2:

(i) The Custodian and the Investment Advisor shall carry on no business in connection with the investment property except for the purpose of the protecting the value of the investment property, satisfying the investment property liabilities and winding up its affairs in connection with the investment property;

(ii) The Custodian and the Investment Advisor shall proceed to wind up their affairs in connection with the investment property and all of the powers and responsibilities of the Custodian and the Investment Advisor under this Participation Agreement shall continue until the affairs of the Custodian and the Investment Advisor in connection with the investment property shall have been wound up including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining investment property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay investment property liabilities, and do all other acts appropriate to liquidate its affairs in connection with the investment property; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the investment property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by not less than the affirmative two-thirds (2/3) vote of the Board appointed and serving, and;

(iii) After paying or adequately providing for the payment of all investment property liabilities, and upon receipt of such releases, indemnities, and refunding agreements as each of the Custodian and the Investment Advisor deem necessary for their protection, the

Investment Advisor shall direct the Custodian to distribute the remaining investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(d) Upon termination of this Participation Agreement and distribution to the Participants as herein provided, the Investment Advisor shall execute and lodge among the records maintained in connection with this Participation Agreement an instrument in writing setting forth the fact of such termination, and the Investment Advisor, the Custodian, and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 12 of the Investment Advisor Agreement and Article XI hereof shall survive any termination of this Participation Agreement.

(e) If this Agreement is terminated pursuant to Section 10.2(b) (ii) hereof because of the expiration of the term of the Investment Advisor or resignation and/or withdrawal of the Investment Advisor, such expiration, resignation, and/or withdrawal shall be postponed until the instrument contemplated by Section 10.2(d) hereof has been executed and lodged among the records maintained in connection with this Participation Agreement.

10.3. Power to Effect Reorganization: If permitted by applicable law including without limitation the Act and the Investment Authority Acts, the Board, by vote or written approval of two-thirds (2/3) of the Board appointed and serving, may select or direct the organization of a corporation, association, trust, or other person with which Michigan CLASS may merge or that shall take over the investment property and carry on the affairs of Michigan CLASS, and after receiving the affirmative vote of not less than a majority of all of the Participants, and a second affirmative vote of not less than two-thirds (2/3) of the Board appointed and serving, the Board may effect such merger or may sell, convey, and transfer the investment property to any such corporation, association, trust, or other person in exchange for cash or shares or securities thereof or beneficial interests therein with the assumption by such transferee of the liabilities of Michigan CLASS; and thereupon the Board shall terminate Michigan CLASS and deliver such cash, shares, securities, or beneficial interests ratably among the Participants of Michigan CLASS in redemption of their investments.

ARTICLE XI
LIMITATION OF LIABILITY

11.1. Liability to Third Persons:

(a) No member or representative of a Participant shall be subject to any personal liability whatsoever to any person in connection with the investment property or the acts, obligations, or affairs of the Board. No Trustee, officer, employee, or agent including the Investment Advisor and Custodian of the Board shall be subject to any personal liability whatsoever to any person in connection with the investment property or affairs of the Board other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such Trustee, officer, employee, or agent; and all persons shall look solely to the investment property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of a Participant, Trustee, officer, employee, or agent of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

(b) Claims of any nature arising in connection with the affairs of the Board from which a Trustee, officer, employee, or agent of the Board are protected by this Section shall include any claims sustained by reason of any act or omission (including but not limited to investment advice or the failure to give investment advice at any time).

(c) The Board shall indemnify and hold harmless each member or officer of a Participant from and against all claims and liabilities to which such member or officer of such Participant may become subject on behalf of the Participant by reason of being or having been a Participant and shall reimburse such Participant or its officer or member for all legal and other expenses of such Participant reasonably incurred in connection with any such claim or liability. The rights accruing to a Participant or its members or officers under this Section shall not exclude any other right to which such Participant or member or officer may be lawfully entitled, nor shall anything herein restrict the right of the Board to indemnify or reimburse in any appropriate situation even though not specifically provided herein.

11.2. Liability of Trustees and Others: No Trustee, officer, employee, or agent of the Board shall be liable to the Board or to any Participant, Trustee, officer, employee, or agent thereof for any damages caused by action or failure to act except for damages caused by bad faith, willful misfeasance, gross negligence, or reckless disregard of duties. Any agreements with the Investment Advisor or the Custodian shall provide for the personal liability of the Investment Advisor or the Custodian for a willful or negligent failure to take reasonable measures to restrict investments of investment property to those permitted by law and this Participation Agreement. The provisions of this Section shall not limit the liability of any agent of the Board (including without limitation the Investment Advisor or the Custodian) with respect to breaches by it of a contract between the agent and the Board.

11.3. Indemnification:

(a) The Board shall indemnify to the extent permitted by law each of the Trustees, officers, employees, and agents including the Investment Advisor and Custodian against all liabilities and expenses (including without limitation amounts paid in satisfaction of judgments, in compromise, as fines and penalties, and as counsel fees) reasonably incurred in connection with the defense or disposition of any actual or threatened action, suit, or other proceeding, whether civil or criminal, while in office or thereafter by reason of being or having been such a Trustee, officer, employee, or agent except with respect to any matter as to which the Trustee, officer, employee, or agent shall have adjudicated to have acted in bad faith, willful misfeasance, gross negligence, or reckless disregard of their respective duties, or in the case of the Investment Advisor, in willful or negligent violation of the restrictions on investments of the Investment Property; provided, however, that so to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the counsel approved by the Board agrees to the effect that if either the matter of willful misfeasance, gross negligence or reckless disregard of duty, or the matter of good faith and reasonable belief as to the best interests of the Board had been adjudicated, it would have adjudicated in favor of such person.

(b) The provisions of this Section shall not be construed to permit the indemnification of any agent Board with respect to any breach of a contract between the agent and the Board.

(c) The rights accruing to any person under these provisions shall not exclude any other right to which the person may be lawfully entitled; provided, however, that no person may satisfy any right of indemnity or reimbursement granted in this Article or to which the person may be otherwise entitled except out of the investment property, and no Participant shall be liable to any person with respect to any claim for indemnity or reimbursement of otherwise.

11.4. Reliance on Experts

(a) Each Trustee and each officer of the Board shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Board, upon an opinion of counsel or upon reports made to the Board by any of its officers or employees or by the Investment Advisor, the Custodian, accountants, appraisers, or other experts selected with reasonable care by the Board or officers of the Board.

(b) Each Participant and the Board understands that in performing its services hereunder the Investment Advisor will rely on information provided by others and agree that the Investment Advisor is not responsible for the accuracy of such information.

11.5. Liability Insurance: The Board shall at all times, payable from the investment property, maintain insurance or cause insurance to be purchased for the protection of the Trustees, the Officers, employees, and agents thereof, if any, in such amounts as the Board in its discretion shall deem adequate to cover foreseeable tort and contract liability to the extent available at reasonable rates.

ARTICLE XII
MISCELLANEOUS

12.1. Governing Law: This Participation Agreement is executed by the Participants and delivered in the state and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state.

12.2. Counterparts: This Participation Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

12.3. Severability: The provisions of this Participation Agreement are severable, and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Participation Agreement and this Participation Agreement may be amended pursuant to Section 9.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Participation Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

12.4. Gender; Section Headings and Table of Contents:

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of the Participation Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Participation Agreement nor affect its meaning, construction, or effect.

12.5. No Assignment: No party hereto may sell, assign, pledge, or otherwise transfer any of its rights, benefits, or interests under this Participation Agreement to any other person and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.6. No Partnership: Notwithstanding any provision hereof to the contrary, this Participation Agreement does not constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this Participation Agreement to constitute a partnership or any other joint venture or association. Furthermore, none of the parties has any authority hereunder to personally bind or act as agent for another party in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.7. Notice: Unless otherwise specified in this Participation Agreement, all notices required to be sent under this Participation Agreement:

(a) shall be in writing addressed to the authorized officer if notice is to be given to a Participant; to the address identified in the Investment Advisor Agreement if to the Investment Advisor; and to the address identified in the Custodian Agreement if to the Custodian.

(b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Investment Advisor; and

(c) shall be deemed to have been given on the day of such mailing.

12.8. Entire Agreement: This Participation Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

12.9. Confidentiality:

(a) All information and recommendations furnished by the Investment Advisor to the Participants that is marked confidential or is a trade secret and all information and directions furnished by the Investment Advisor to the Custodian shall be regarded as confidential by each such person to the extent permitted by law. The Investment Advisor and the Custodian shall regard as confidential all information concerning the investment property and the affairs of the Participants or the Board. Nothing in this paragraph shall prevent any party from divulging information to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply.

(b) In the event that online terminals and similar electronic devices are used for communication from the Investment Advisor to the Custodian, the Investment Advisor agrees to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the investment property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Participation Agreement. The Custodian may electronically record any instructions given by telephone, and any other telephone discussions with respect to the account or transactions pursuant to this Participation Agreement.

(c) The Custodian may rely on the accuracy of all data received by it through electronic means and initiated by any person authorized by the investment advisor. Every person who uses the correct passwords to obtain information by electronic means or to make permissible transactions shall be presumed to have the Investment Advisor's authority unless the Investment Advisor can prove all of the following:

(i) a person using a correct password was not authorized to have access to this information if the Custodian has knowledge of such unauthorized use;

(ii) the person using the password obtained it through or as a result of the Custodian's gross negligent disclosure; and

(iii) the disclosure by the Custodian was not authorized by the Investment Advisor prior to its unauthorized use.

12.10. Disputes: In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least ten days before commencing legal action.

12.11. Effective Date: This Participation Agreement shall be effective on the date two or more public agencies have executed this Participation Agreement, adopted an Authorizing Resolution, and delivered such documents pursuant to Section 3.1.

EXHIBIT A

CONTRIBUTION PROCEDURES

- 1) A Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be invested, and if more than one fund has been established by the Investment Advisor, into which fund such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or process through ACH investment funds to the corresponding account at the Custodian.
- 2) Receipt of the Investment Advisor prior to the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, of notification of investment funds being deposited will cause the value of the investment funds to be credited and earn interest on the same business day.
- 3) Receipt by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, of notification of investment funds being deposited will cause the value of the investment funds to be credited and earn interest on the next business day.
- 4) If investment funds for which notification of deposit has been given are not received (except if the Participant can show the contribution procedures have been followed) by the end of the business day on which such notification is given, the Investment Advisor shall deduct the value of such investment funds from the Participant's balance if previously credited.

If the Participant fails to instruct its bank depository to wire or process through ACH investment funds before the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, on the day notice of the deposit is provided the Investment Advisor, the Participant's Balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed, and, notwithstanding, the investment funds are not received, then the Investment Advisor shall seek to obtain such investment funds from the party responsible for failure of delivery.

- 5) Participants are prohibited from withdrawing investment funds credited to their balance pursuant to (2) or (3) above until such investment funds are received by the Custodian.

EXHIBIT B

WITHDRAWAL PROCEDURES

- 1) The Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be withdrawn, and if more than one fund has been established, from which fund such amount shall be withdrawn.
- 2) The Participant shall indicate the payee and include wire or ACH instructions.
- 3) Requests for withdrawals received by the Investment Advisor by the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, will be processed to permit payment on the business day.
- 4) Requests for withdrawals received by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, will be processed the following business day.
- 5) Participants may only request withdrawals of an amount not to exceed their Balance at the time payment is made pursuant to such request.
- 6) Requests for withdrawals received in accordance with (3) above by the Investment Advisor shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such business day and the funds so wired or processed through ACH shall be immediately available funds.

EXHIBIT C
VALUATION PROCEDURES

Valuation of Investments:

Under the FASB Accounting Standards Codification (ASC), SFAS 157 was incorporated into a fair value measurement framework that establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. This framework emphasizes that fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Various inputs are used in determining the value of the Michigan CLASS portfolio investments.

At least daily, the investment property value shall be determined on a marked-to-market basis as follows:

The Investment Advisor shall determine the market value of the specific investment holdings for the Michigan CLASS portfolio. The market values shall be obtained from one or more sources the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Investment Advisor to price the underlying securities on a daily basis.

The market value of the collateral supporting repurchase agreements that are "delivery versus payment" shall be determined by the Michigan CLASS portfolio manager using the current bid price of the collateral securities obtained from Bloomberg L.P.

The market value of the collateral supporting tri-party repurchase agreements shall be determined by the tri-party custodian. The tri-party custodian shall forward a collateral report to the Michigan CLASS operations team every business day.

Accounting for Investments.

Security transactions are accounted for on the trade date. Realized gains and losses on sales of investments are calculated on an identified cost basis. Interest income including any amortization of discount or premium is recorded on an accrual basis.

EXHIBIT D

SAMPLE AUTHORIZING RESOLUTION – PUBLIC AGENCY

WHEREAS, certain public agencies, such as this public agency (Public Agency or collectively Public Agencies), desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto as Exhibit A (the Participation Agreement) for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, this Public Agency is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

WHEREAS, Act 20 of 1943, Section 129.91, as amended (Public Act 20), authorizes Public Agencies to invest surplus funds in certain permissible investments; and Section 1 (1h) of Public Act 20 permits public agencies to cooperatively invest public monies through an interlocal agreement, such as Michigan CLASS, under the Urban Cooperation Act of 1967.

WHEREAS, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public Agency's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1) This Governing Body adopts the Participation Agreement substantially in the form of Exhibit A, which is incorporated in this Resolution by reference thereto, and agrees to join with other Public Agencies to become a participant under the terms of the Participation Agreement and to accept additional Public Agencies as new participants without subsequent action.
- 2) This Governing Body agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed, or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of this Public Agency.
- 3) The Governing Body acknowledges and confirms the representation, warranties, and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under the Participation Agreement upon which they may respectively rely.
- 4) The Governing Body hereby authorizes the authorized officer (the Authorized Officer) to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public Agency into the Participation Agreement and the adoption thereof by this Public Agency.
- 5) This Governing Body understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
- 6) All resolutions and parts of resolutions in conflict with this Resolution shall be and hereby are amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

Clerk _____

EXHIBIT D

SAMPLE AUTHORIZING RESOLUTION – PUBLIC SCHOOL

WHEREAS, certain school districts, intermediate school districts, and other public agencies including this public school district (Public School District or collectively Public Agencies) desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto as Exhibit A (the Participation Agreement) for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, this Public School District is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

WHEREAS, Act 451 of the Revised School Code Act of 1976, as amended, authorizes public school districts to invest in certain investments and; Act 451 of the Revised School Code Act of 1976 is incorporated within the Michigan CLASS Participation Agreement.

WHEREAS, Act 7 of the Public Acts of the Extra Session of 1967, as amended, authorizes Public Agencies, including public school districts, to contract in the form of an interlocal agreement to provide for the manner of investment of surplus funds or proceeds of grants, gifts, or bequests to the parties to the interlocal agreement under the control of a legal or administrative entity created by that interlocal agreement; and

WHEREAS, this Board deems it advisable for this Public School District to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public School District's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1) This Board adopts the Participation Agreement substantially in the form of Exhibit A, which is incorporated in this Resolution by reference thereto, and agrees to join with other Public Agencies to become a participant under the terms of the Participation Agreement and to accept additional Public Agencies as new participants without subsequent action.
- 2) This Board agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed, or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of this Public School District.
- 3) This Board acknowledges and confirms the representation, warranties, and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under the Participation Agreement upon which they may respectively rely.
- 4) This Board hereby authorizes the authorized officer (the Authorized Officer) to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public School District into the Participation Agreement and the adoption thereof by this Public School District.
- 5) This Board understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
- 6) All resolutions and parts of resolutions in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

Secretary



SCHEDULE 1

The following are Public Agencies that propose to enter the Participation Agreement as Participants:

EXHIBIT E
INVESTMENT CRITERIA

1. General Objectives

- (a) Legality: invest only in investments legally permissible to all Participants individually.
- (b) Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value.
- (c) Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.
- (d) Yield: maximize current income to the degree consistent with legality, safety and liquidity.

2. Permitted Investments

The Investment Advisor is hereby authorized by the Board to invest the Investment Property in any investment permissible to all Participants individually under the Investment Authority Acts provided that such investment is consistent with the general objectives set forth above and with any specific requirements for a particular investment that may be set forth in the definition of Permitted Investments.

EXHIBIT F

INVESTMENT POLICY

Michigan CLASS Investment Policy

1.0 PURPOSE:

Michigan CLASS is an interlocal investment program created by an interlocal agreement of various Michigan public agencies of government dated as of October 1, 1991, restated and with amendments through November 1, 2018 (the Participation Agreement) for the purpose of jointly investing surplus funds of the participant public agencies of government. Pursuant to the Participation Agreement and as authorized by the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7, a Board of Trustees was created to hold title to investments on behalf of each Participant. Capitalized terms used in this policy shall have the meaning ascribed to them in the Participation Agreement.

2.0 SCOPE AND OBJECTIVE:

It is the obligation of Michigan CLASS to cause funds of its participants to be invested in a manner which complies with the Investment criteria contained in the Participation Agreement. Those investment criteria apply to all assets considered investment property under the Participation Agreement and specify the objectives of the program related to safety, liquidity, and yield (return on investment).

The investments will be diversified by security type and institution in an effort to minimize risk and exposure. Concentration of investments will depend on market conditions, availability in terms of desired maturities, collateral, creditworthiness, and market yields among other things.

3.0 DELEGATION OF AUTHORITY

The authority of the Board to manage the investment property is derived from the Participation Agreement approved by each Participant pursuant to the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Board and the Participants have appointed Public Trust Advisors, LLC as Investment Advisor for the term set forth in an Investment Advisor Agreement between Public Trust Advisors, LLC and the Board and have delegated the authority to manage the investment property in accordance with the terms of the Participant Agreement and the Investment Advisor Agreement.

4.0 AUTHORIZED INSTRUMENTS:

Consistent with the investment criteria contained in the Participation Agreement and attached thereto as Exhibit E, the board and the Investment Advisor are authorized to invest investment property in only the following:

- (a) US Treasury Bonds, Bills, Notes, and Treasury Strips,
- (b) Obligations of an agency or instrumentality of the United States.
- (c) Commercial paper rated at the time of purchase within the highest two classifications established by not less than two standard rating services (i.e., as of September 18, 2009, A-1+ and A-1 by S&P Global Ratings Service, P-1 by Moody's Investors Service, or F1+ and F1 by Fitch, Inc.) and that matures not more than 270 days after the date of purchase.
- (d) Bankers' acceptances issued by FDIC member United States banks.

- (e) Repurchase agreements consisting of instruments listed in a subdivision (a or b) Repurchase agreements shall be 102% collateralized with Public Securities Association (PSA) Master Repurchase agreement on file and or tri-party custody agreement on file.
- (f) Certificates of deposit of a financial institution eligible under law to be a depository of Participant public agencies of government so long as such articles of deposit are secured 102% at the value of each by eligible collateral listed on Schedule I for any amount of principal and accrued interest not insured by an agency of the United States.
- (g) In addition to the investments authorized in subsection (f), certificates of deposit issued in accordance with all of the following conditions:
 - a. The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to the state of Michigan under section 6 of 1855 PA 105, MCL 21.146.
 - b. The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
 - c. The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
 - d. The financial institution acts as custodian for Michigan CLASS with respect to each certificate of deposit.
 - e. At the same time that the funds of Michigan CLASS are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the Michigan CLASS through the financial institution.
- (h) In addition to the investments authorized in subsection (f), deposit accounts that meet all of the following conditions:
 - a. The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
 - b. The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
 - c. The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.
 - d. The financial institution acts as custodian for Michigan CLASS with respect to each deposit account.
 - e. On the same date that the funds of Michigan CLASS are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by Michigan CLASS in the financial institution.
- (i) Mutual funds registered under the investment company act of 1940 maintaining a \$1.00 per share net asset value and with authority to purchase investment vehicles that are legal for

direct investment by all participant public agencies whose monies are invested in mutual funds that such participants acknowledge that the funds be placed in a special sub account created pursuant to the Participation Agreement, as amended.

- (j) Any other investment permissible to all Participants individually under Michigan law and authorized by the board.

5.0 SAFEKEEPING AND CUSTODY:

As provided by the Participation Agreement and the Investment Advisor Agreement, all security transactions including collateral for repurchase agreements and financial institution deposits entered into on behalf of Participants may be on a cash or delivery versus payment basis as determined by the Investment Advisor. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Investment Advisor has appointed a Custodian to receive, hold for reinvestment, and clear all investment funds and investment property, as a fiduciary, in accordance with the Participation Agreement.

6.0 PRUDENCE:

The standard of prudence to be used for managing the investment property is the prudent investor rule applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital."

7.0 ACKNOWLEDGEMENT:

The Investment Advisor shall provide the broker or financial intermediary a copy of the Michigan CLASS Investment Policy and a form on which the broker or financial intermediary must acknowledge receipt of the Investment Policy and agree to comply with the said policy regarding the purchase and sale of securities.

8.0 REPORTS:

In accordance with the Investment Advisor Agreement, the Investment Advisor shall prepare or cause to be prepared a quarterly report and a written annual report including the opinion of an independent public accountant to the Board of Trustees of Michigan CLASS within ninety days after the close of the fiscal year.

9.0 EFFECTIVE DATE:

This policy shall become effective on the day following adoption by the Board of Trustees of the Participation Agreement (Michigan CLASS). Any amendment to this Investment Policy shall become effective thirty days (30 days) after each Participant has received notice of the amendment.

Adopted: December 12, 2008
Last Amended: April 27, 2015

SCHEDULE 1
ELIGIBLE COLLATERAL

1. Assets considered acceptable to the Michigan State Treasurer under Section 3 of the Surplus Funds in Treasury Act, 1855 PA 105 to secure deposits of state surplus funds.
2. Any of the following:
 - a. Securities issued by the Federal home loan mortgage corporation.
 - b. Securities issued by the Federal national mortgage association.
 - c. Securities issued by the government national mortgage association.
3. Other securities considered acceptable to the depositor of public funds and the financial institution.
4. Any other collateral permissible by Michigan law and authorized by the Board except that in no case shall an asset with a rating classification lower than A-1 by S&P Global Ratings Service, P-1 by Moody's Investors Service, or F1 by Fitch, Inc. be accepted as eligible collateral.

EXHIBIT G

ELECTION POLICY

On an annual basis, the Michigan CLASS Board shall determine which of its members' terms are expiring and shall direct the Board's Nominating Committee to conduct the annual election to present the number of prospective Trustees to the number authorized by Section 5.1 of the Michigan CLASS Participation Agreement. The Nominating Committee shall annually prepare and present to the Board for approval an election schedule for the following dates:

- Nominations (date of opening and closing)
- Election (date of opening and closing)

The Nominating Committee shall cause a Notice of Nominations to be prepared and delivered to all Participants upon the opening of the Nominations period as specified in the election schedule. The Notice of Nominations shall also contain a copy of this Election Policy. The Nominating Committee shall review all prospective nominations and shall determine the qualifications of the nominees to assure that each candidate meets all qualifications required by the Michigan CLASS Participation Agreement and is fully aware of the responsibilities and duties of a Board of Trustee member. Nominations may only be made by active Participants in good standing and shall be returned to the Administrator or an office designated by the Nominating Committee. Prospective nominations must be submitted on the official nomination form that shall be approved by the Nominating Committee. All prospective nominations must be received by the Notice of Nominations closing date as specified in the election schedule. The Nominating Committee shall take whatever steps it deems necessary or appropriate to ensure that each of the following participant categories will be properly represented in the election including counties, cities/villages, townships, school districts, and other public agencies.

The Nominating Committee shall cause ballots to be prepared and to be made accessible to each eligible Participant on the election opening date as specified in the election schedule. Candidate ballot position shall be randomly determined.

The ballot shall include:

- a. Appropriate instructions with details regarding the number of candidates to be elected from each category of public agency.
- b. A biographical sketch of each candidate not to exceed 500 words.
- c. The entity the candidate represents and their corresponding public agency category.

All ballots counted shall be cast by the election closing date, as specified in the election schedule.

Following the completion of the election process, the Nominating Committee shall review the results of the Board election to ensure a fair and accurate vote and to resolve any issues relating to ties. If there are more candidates than available positions on the Board, those candidates receiving the highest number of votes will be declared elected except when such would result in the lack of a category representative required by Section 5.1 of the Participation Agreement. If the election outcome would result in any category not being represented by a Trustee, the candidate from each unrepresented category receiving the highest number of votes among the nominees from within each unrepresented category, if any, will be deemed elected regardless of the number of votes cast for any other candidate. The balance of the open positions, if any, will be filled by those candidates receiving the highest number of votes up to the maximum number of members per category according to 5.1(b) regardless of affiliation.

` In the event of a tie, a majority vote of the Board shall serve as the tie-breaker. Should an active Trustee be a part of the tie, they must abstain from such vote.

At the first regularly scheduled Board meeting following the election, the Board shall review the election results and shall declare the appropriate candidates elected. If there remains any unrepresented category following any election, the Board shall appoint a representative for that category from among the Participants in the unrepresented category. The Board shall determine any challenge or other matter relating to the conduct of the election and the Board's decision shall be final.

Approved March 23, 2018

EXHIBIT H

CUSTODIAN INSURANCE PROVISIONS

The Custodian will maintain insurance coverage of the types and amounts reasonably appropriate based on the investment property value of Michigan CLASS, as agreed to by the Board, which shall be no less than the following:

Financial Institutions Bond: \$100,000,000 per occurrence and in the aggregate

Professional Liability: \$100,000,000 per occurrence and in the aggregate

Approved June 22, 2018

J. COMPUTING RESOURCES POLICY

1. Canton Public Library makes a variety of computing resources available to the public in support of our mission to serve the educational and information needs of Canton residents of all ages.

Recognizing the First Amendment rights of its patrons and their desire for intellectual freedom, equity of access, and confidentiality, as well as the Michigan Legislature's mandate that the library restrict access to minors with regard to obscene and sexually explicit materials deemed harmful to minors, the library has adopted the following policy. The library will enforce the rules stated in this policy, including those designed to meet the Legislature's stated intent of protecting minors from access to that material without interfering with the rights of adult patrons.

The library reserves the right to monitor computer usage in order to prevent potential network disruption or to ensure compliance with this policy. Information submitted to the Canton Public Library in the process of registering for any service or activity will only be used by the library for administrative purposes. Users are cautioned that, because security in an electronic environment cannot be guaranteed, all transactions, files, and communications are vulnerable to unauthorized access and use.

2. **Acceptable Use**

Because library users of all ages, backgrounds, and sensibilities are using the computers, library patrons are asked to be sensitive to others' values and beliefs when accessing potentially controversial information and images while using the library's computing resources.

Access to the computing resources in the Teen [Place-Space](#) is intended for users in grades seven through twelve and their parents/guardians. Preference will be given to those users.

Access to the computing resources in the Children's Library is intended for users through grade six and their parents/guardians. Preference will be given to those users.

While using computing resources, users may not:

- Violate the library's Code of Conduct or any other Library policy.
- Use computing resources for illegal activities, including fraudulent or unlawful purposes prohibited under any applicable federal, Michigan, or local law, including but not limited to unsolicited mass mailings or accessing or producing material that can be classified as obscene or child pornography.
- ~~Install any type of software.~~
- ~~Knowingly install malicious unauthorized software,~~ damage library hardware or software, or modify the security setup, operating systems, network configuration or any other configuration of any Library computer without authorization.
- Use another person's passwords or identity without their authorization.

- Copy or publish licensed software, media or other intellectual property that infringes upon the copyright or other property rights of other persons or entities in violation of the copyright laws, trademark, or other intellectual property laws of the United States. Responsibility for any consequences of copyright infringement or violation of any other intellectual property rights lies with the user, and the Library expressly disclaims any liability or responsibility resulting from such use.
- Publish or send threatening, defamatory or libelous information. Publish or send any information with the intent to annoy or abuse or that would reasonably result in the annoyance or abuse of others.
- Advocate or solicit violent behavior.
- Expose minors to sexually explicit materials harmful to minors. Users shall not permit any minor to view sexually explicit material or any other material deemed harmful to minors, in accordance with Michigan law, Public Act 212 of 2000.

Persons engaged in any of the above mentioned activities may lose access to the library's computing resources, as outlined in section 6 below.

3. Internet Access

The library provides access to a broad range of information resources, including those available through the Internet. The Internet offers access to a wealth of information and Internet sites including ideas, information, and opinions from around the world. However, not all sources on the Internet provide information that is accurate, complete, or legal. Users will need to evaluate for themselves the validity of the information found.

Because the Internet is a vast and unregulated information network, it also enables access to information, ideas, and commentary beyond the confines of the library's mission, selection criteria, and collection development policies. The provision of access does not mean or imply that the library endorses or sanctions the content or point of view of any of the information or commentary that may be found on the Internet.

The Internet may contain information that is controversial, sexually explicit, or offensive. Library patrons use the Internet at their own risk. Parents or guardians of minor children are responsible for their child's use of the Internet through the library's connection as stated more fully below.

4. Internet Filtering

As with other materials in the library's collection, it is the Library's policy that parents or legal guardians are responsible for deciding which Library resources are appropriate for their children. The library urges parents and guardians to discuss Internet use with their children and to monitor their use of this educational tool.

The Michigan Legislature, via Public Act 212 of 2000, mandates that the library restrict Internet access to minors with regard to obscene and sexually explicit materials deemed harmful to minors.

- a) Recognizing that graphic images on computer screens may be seen easily by passersby of all ages out of any literary, educational, artistic, scientific or political context, the Library has designated

that the computers in ~~ALL~~ open areas, ~~including Web Express, the Online Catalog, the Teen Space, the book stack areas, as well as the entire Children's Library,~~ shall be filtered unless marked otherwise.

- b) ~~The Internet Lab~~Computers designated as unfiltered provides unfiltered Internet access to patrons 18 years and older. Use of ~~the Internet Lab~~unfiltered computers is restricted to patrons 18 years and older, with the following exceptions:
- Minors may use unfiltered computers ~~in the Internet Lab~~ at the request of a parent or guardian under PA 212, in which case the parent/guardian must closely supervise and physically remain with the minor ~~in the Internet Lab~~ at all times, and shall not be on a separate computer.
 - Minors may use designated unfiltered computers ~~in the Internet Lab~~ when filtering software has been enabled ~~on those computers for special training sessions~~ as determined by the Library.
- c) The wireless network and data ports available to members of the public using their own equipment are unsecured, unencrypted and unfiltered. Users of the Library's wireless network or data ports are required to abide by the Acceptable Use provisions of this policy.

5. ~~Public Blog~~Library Website & Social Media

The ~~Public Blog and~~ Library website and social media sites are designed to stimulate discussion on a variety of topics, including library services and programs and Canton community resources and events.

- Comments should be relevant to the post to which they are attached.
- Data posted to library blogs website or library social media sites are public information and may be indexed by Internet search engines (Google, Yahoo, etc).
- Spam, ~~flaming~~abusive language, and unlawful uses are not permitted and to the extent allowed by law, the library reserves the right not to post, or to delete, any comment that violates this ~~P~~policy. Users who violate this policy may be blocked.
- The ~~Public Blog and~~ Library website and social media sites are monitored for unauthorized or inappropriate use. Evidence of possible criminal activity may be provided to law enforcement officials.

6. Violations of the Computing Resources Policy

Users of the library's computing resources must adhere to the Computing Resources Policy. Failure to follow the Policy will result in the loss of ~~the ability to use the library's computing resources or~~ access to the library.

The Library Director, or ~~his or her~~the Director's authorized designee, is authorized to terminate any user's access to ~~the computing resources or~~ the library if the user has failed to comply with the library's Computing Resources Policy and/or related rules.

- Initial Violation: Users observed violating this Computing Resources Policy will be asked to cease the violation with a verbal warning. If the user does not comply with the request, the user's access to the library's ~~computing resources~~ shall be terminated for the day. If the user refuses, the police may be called, ~~and the user's access to library computing resources may be terminated for a~~

~~longer period~~, or the user's access to the library may be suspended, as determined by the Director or Director's authorized designee.

- Subsequent Violations: The Director or Director's authorized designee may further limit or revoke the patron's library privileges if infractions continue. Such limitation or revocation shall be in writing specifying the nature of the violation. Subsequent violations of the same rule shall result in additional suspensions of increasing length.
- Violations Affecting Safety and Security: If the violation of the library's Computing Resources Policy affects safety or security, or is a violation of law, the library has the right to immediately call the police and terminate the user's ~~library computing resources or other~~ library privileges without complying with the procedures outlined above. Illegal acts involving the library's computing resources may be subject to prosecution.

Any user who is denied access to the library's ~~computing resources~~ may file a written appeal of the Director's or Director's authorized designee's decision by sending an appeal in writing to the Chair of the Library Board within 10 business days. The Library Board will render their decision within 60 days of receipt of the appeal. The decision of the Library Board is final.

7. Staff Assistance

Library staff may assist users in getting started with computing resources. However, the library cannot guarantee that staff fully trained in all aspects of software, Internet resources, or other technology will be available to assist users at all times the library is open. Because of the many different applications and resources available, particularly on the Internet, staff may not be able to provide specialized or technical knowledge about a particular application. ~~The library's collections contain materials that are available to computer users regarding assistance and guidance in use of software and other applications.~~

Revision Adopted by Library Board ~~06/30/2016~~~~xx/xx/xxxx~~
Motion No. ~~16/6-30-4~~~~xx/x-xx-x~~

(Original policy 05/20/2010, Motion No. 5/10-20-1)