

**A
CONTRACT TO CHARTER A PUBLIC SCHOOL
ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**Crawford-Oscoda-Ogemaw-Roscommon Intermediate
School District**
(AUTHORIZING BODY)

TO

**Alternative Educational Academy of
Ogemaw County**
(A PUBLIC SCHOOL ACADEMY)

July 1, 2022

TABLE OF CONTENTS

<u>Contract Documents</u>	<u>Tab</u>
Resolutions Authorizing the Academy and Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors	4
Terms and Conditions of Contract	6
Contract Schedules.....	42
Schedule 1: Articles of Incorporation	43
Schedule 2: Bylaws.....	50
Schedule 3: Fiscal Agent Agreement.....	57
Schedule 4: Oversight Agreement	63
Schedule 5: Description of Staff Responsibilities	71
Schedule 6: Physical Plant Description	87
Schedule 7: Required Information for Public School Academy.....	93
• Section a: Governance Structure	95
• Section b: Educational Goals.....	99
• Section c: Educational Programs.....	102
• Section d: Curriculum.....	107
• Section e: Methods of Pupil Assessment	109

TABLE OF CONTENTS

- Section f:
Application and Enrollment
of Students 111

- Section g:
School Calendar and
School Day Schedule.....116

- Section h:
Age or Grade Range
of Pupils.....119

RESOLUTION
&
REAUTHORIZING RESOLUTION

Ogemaw Regional Educational Service Agency

**APPROVAL OF ALTERNATIVE EDUCATIONAL ACADEMY OF OGEMAW COUNTY
APPLICATION TO CHARTER A PUBLIC SCHOOL ACADEMY**

WHEREAS, the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District (“COOR ISD”), as the governing body of an intermediate school district, is an authorizing body empowered to issue contracts to organize and operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy's Board of Directors; and

WHEREAS, the COOR ISD Board issues to Alternative Educational Academy of Ogemaw County (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

WHEREAS, the COOR ISD Superintendent's Office has completed its evaluation and assessment of the Academy's proposal related to the Charter Contract, and the Superintendent recommends that the COOR ISD Board issue a new contract to charter a public school academy to the Academy that includes the following terms:

(a) Terms of Contract. If the COOR ISD Board, in its sole discretion, determines that Academy satisfies the following criteria, the Contract may be extended three (3) additional academic years and may expire no later than July 1, 2025, unless sooner terminated according to the contract terms:

- (i) The Academy demonstrates improved pupil academic achievement for all groups of pupils and meet the educational goals set forth in the Contract;
- (ii) The Academy complies with the Contract and all applicable law;
- (iii) The Academy meets generally accepted public sector accounting principles and demonstrates sound fiscal stewardship; and
- (iv) The Academy maintains adequate student enrollment sufficient to justify continued operation.

WHEREAS, in addition to other Revised School Code requirements, the COOR ISD Board's reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;

NOW, THEREFORE, BE IT RESOLVED:

1. The COOR ISD Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents ("Contract") to the Academy:
 - a. The COOR ISD Board approves the form of the Contract and related documents as submitted to and reviewed by the COOR ISD Board;
 - b. The COOR ISD Board approves and authorizes the issuance of the Contract and

related documents and authorizes the Superintendent, as the COOR ISD Board Designee, to execute the Contract and related documents issued by the COOR ISD Board to the Academy, provided that, before execution of the Contract, the COOR ISD Chairperson affirms the following:

- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
- (2) that the Contract is substantially similar to the Contract approved by the COOR ISD Board, with the only changes being those made by the COOR ISD Board's Designee in consultation with legal counsel for the COOR ISD Board that are in the best interests of the COOR ISD Board.
- (3) The COOR ISD Board Designee may agree to the following terms:

- Terms of Contract. If the COOR ISD Board, in its sole discretion, determines that Academy satisfies the following criteria, the Superintendent may extend the Contract an additional three (3) additional academic years, with the Contract expiring no later than June 30, 2025 unless sooner terminated according to the contract terms:

- The Academy demonstrates improved pupil academic achievement for all groups of pupils and meet the educational goals set forth in the Contract;
- The Academy complies with the Contract and all applicable law;
- The Academy meets generally accepted public sector accounting principles and demonstrates sound fiscal stewardship; and
- The Academy maintains adequate student enrollment sufficient to justify continued operation.

2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the COOR ISD Board's method of selection resolution.

I, the undersigned, as Secretary of the COOR ISD Board of Education, do hereby certify the foregoing Resolution was adopted by the COOR ISD Board of Education at a public meeting held on the _____ day of June, 2022, with a vote of _ for, _opposed, _abstaining, and _absent.

By: _____
COOR ISD Board of Education, Secretary

CONTRACT TERMS AND CONDITIONS

TERMS AND CONDITIONS
OF CONTRACT

DATED: July 1, 2022

ISSUED BY

Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District

BOARD OF EDUCATION
(Authorizing Body)

TO

ALTERNATIVE EDUCATIONAL ACADEMY OF
OGEMAW COUNTY

(A PUBLIC SCHOOL ACADEMY)

CONFIRMING THE STATUS OF

ALTERNATIVE EDUCATIONAL ACADEMY OF
OGEMAW COUNTY

AS PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions 12
Section 1.2. Captions 14
Section 1.3. Gender and Number 15
Section 1.4. Statutory Definitions 15
Section 1.5. Schedules 15
Section 1.6. Application 15
Section 1.7. Conflicting Contract Provisions 15

ARTICLE II

RELATIONSHIP BETWEEN
THE ACADEMY AND THE COOR ISD BOARD

Section 2.1. Independent Status of Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District... 15
Section 2.2. Independent Status of the Academy 15
Section 2.3. Financial Obligations of the Academy Are Separate from the State of Michigan, COOR ISD and COOR ISD Board 15
Section 2.4. Academy Has No Power to Obligate or Bind State of Michigan, COOR ISD, or the COOR ISD Board 16

ARTICLE III

ROLE OF THE COOR ISD BOARD
AS AUTHORIZING BODY

Section 3.1. COOR ISD Board Resolutions 16
Section 3.2. COOR ISD Board as Fiscal Agent for the Academy 16
Section 3.3. Oversight Responsibilities of the COOR ISD Board 16
Section 3.4. Reimbursement of COOR ISD Board Expenses 16
Section 3.5. COOR ISD Board Approval of Condemnation 17
Section 3.6. Authorization of Employment 17
Section 3.7. COOR ISD Board Review of Certain Financing Transactions 17
Section 3.8. Authorizing Body Contract Authorization Process 18

ARTICLE IV

REQUIREMENT THAT THE ACADEMY
ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions 18
Section 4.2. Other Permitted Activities 18
Section 4.3. Academy Board Members Serve In Their Individual Capacity 18
Section 4.4. Dual Employment Position Prohibited 19
Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes 18
Section 4.5. Prohibition of Identified Family Relationships 19

Section 4.7.	Oath of Public Office	19
--------------	-----------------------------	----

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1.	Nonprofit Corporation.....	20
Section 5.2.	Articles of Incorporation.....	20
Section 5.3.	Bylaws.....	20
Section 5.4.	Quorum	20

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1.	Governance Structure	20
Section 6.2.	Educational Goals	20
Section 6.3.	Educational Programs	20
Section 6.4.	Curriculum	20
Section 6.5.	Method of Pupil Assessment	20
Section 6.6.	Application and Enrollment of Students	21
Section 6.7.	School Calendar and School Day Schedule	21
Section 6.8.	Age or Grade Range of Pupils	21
Section 6.9.	Collective Bargaining Agreements	21
Section 6.10.	Accounting Standards	21
Section 6.11.	Annual Financial Statement Audit	21
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations	22
Section 6.13.	Contributions and Fund Raising	22
Section 6.14.	Disqualified Organizational or Contractual Affiliations	22
Section 6.15.	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes	22
Section 6.16.	Matriculation Agreements	22
Section 6.17.	Postings of Accreditation Status	23

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses 23

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6A of the Code 23
Section 8.2. Compliance with State School Aid Act 23
Section 8.3. Open Meetings Act 23
Section 8.4. Freedom of Information Act 23
Section 8.5. Public Employees Relation Act 23
Section 8.6. Prevailing Wage on State Contracts 24
Section 8.7. Uniform Budgeting and Accounting Act 24
Section 8.8. Revised Municipal Finance Act of 2001 24
Section 8.9. Non-discrimination 24
Section 8.10. Other State Laws 24
Section 8.11. Federal Laws 24

ARTICLE IX

AMENDMENT

Section 9.1. Amendments 24
Section 9.2. Process for Amendment Initiated by the Academy 24
Section 9.3. Process for Amendment Initiated by the COOR ISD Board 25
Section 9.4. Final Approval of Amendments 25
Section 9.5. Change in Existing Law 25
Section 9.6. Emergency Action on Behalf of COOR ISD Board 25

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Termination by the Academy 26
Section 10.2. Termination by COOR ISD Board 26
Section 10.3. Contract Suspension 27
Section 10.4. Statutory Grounds for Revocation 27
Section 10.5. Other Grounds for Revocation 28
Section 10.6. COOR ISD Board Procedures for Revoking Contract 29
Section 10.7. Venue; Jurisdiction 32
Section 10.8. Automatic Amendment or Revocation by State of Michigan 32
Section 10.9. Material Breach of Contract 32
Section 10.10. Appointment of Conservator/Trustee 33

Section 10.11. Academy Dissolution Account	33
--	----

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget.....	33
Section 11.2. Insurance	34
Section 11.3. Legal Liabilities and Covenant Against Suit	35
Section 11.4. Lease or Deed for Proposed Single Site.....	35
Section 11.5. Occupancy and Safety Certificates	35
Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative.....	35
Section 11.7. Special Education.....	35
Section 11.8. Deposit of Public Funds by the Academy.....	36
Section 11.9. Nonessential Elective Courses	36
Section 11.10. Required Provisions for ESP Agreements	36
Section 11.11. Management Agreements	37

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices	38
Section 12.2. Severability	38
Section 12.3. Successors and Assigns.....	38
Section 12.4. Entire Contract.....	38
Section 12.5. Assignment	38
Section 12.6. Non-Waiver.....	38
Section 12.7. Governing Law	39
Section 12.8. Counterparts.....	39
Section 12.9. Term of Contract.....	39
Section 12.10. Indemnification	39
Section 12.11. Construction.....	40
Section 12.12. Force Majeure	40
Section 12.13. No Third Party Rights	40
Section 12.14. Non-agency	40
Section 12.15. COOR ISD Board or Superintendent General Policies on Public School Academies Shall Apply.....	40
Section 12.16. Survival of Provisions.....	40
Section 12.17. Information Available to the Public.....	40
Section 12.18. Termination of Responsibilities	41

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and

WHEREAS, all public schools are subject to the leadership and general supervision of the State Board of Education; and

WHEREAS, the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and

WHEREAS, the Legislature has delegated to the governing boards of state public universities, community College Boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Academy" means the Michigan nonprofit corporation named Alternative Educational Academy of Ogemaw County which is established as a public school academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies.
- (d) "Application" means the public school academy application and supporting documentation submitted to the COOR ISD Board for the establishment of the Academy.

- (e) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (f) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (g) "Director" means a person who is a member of the Academy Board of Directors.
- (h) "Educational Service Provider" or "ESP" means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Superintendent for review as provided in Section 11.11 and has not been disapproved by the Superintendent, and is consistent with the Superintendent Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (i) "Educational Service Provider Policies" or "ESP Policies" means those policies adopted by the Superintendent that apply to a Management Agreement. The Superintendent may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (j) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (k) "ISD Hearing Panel" or "Hearing Panel" means such person(s) as designated by the COOR ISD Board.
- (l) "Management Agreement" or "ESP Agreement" means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation

and/or management of the Academy, which has been submitted to the Superintendent for review as provided in Section 11.11, and has not been disapproved by the Superintendent.

- (m) "Master Calendar" or "MCRR" means the Master Calendar of Reporting Requirements developed and administered by the Superintendent setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Superintendent may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (n) "COOR ISD" means the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District.
- (o) "COOR ISD Board" means the Ogemaw Regional Educational Service Agency Board of Education.
- (p) "COOR ISD Superintendent" or "Superintendent" means the Superintendent of the COOR ISD or his or her designee.
- (q) "Resolution" means the resolution adopted by the COOR ISD Board on _____, establishing the standard method of selection, length of term and number of members' format for public school academies issued a Contract by the COOR ISD Board, as amended from time to time.
- (r) "Schedules" means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (s) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2022, issued by the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board to Alternative Educational Academy of Ogemaw County Confirming the Status of Alternative Educational Academy of Ogemaw County."

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory tennis defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the COOR ISD Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant's Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE COOR ISD BOARD

Section 2.1. Independent Status of Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District. The COOR ISD Board is an authorizing body as defined by the Code. In approving this Contract, the COOR ISD Board voluntarily exercises additional powers given to the COOR ISD Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the COOR ISD Board's autonomy or powers and the Academy shall not be deemed to be a part of the COOR ISD.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the COOR ISD or COOR ISD Board. The relationship between the Academy and the COOR ISD Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the COOR ISD Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, COOR ISD and COOR ISD Board. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any

way constitute an obligation, either general, special, or moral, of the State of Michigan, COOR ISD, or the COOR ISD Board. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the COOR ISD, or COOR ISD Board shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, COOR ISD, or the COOR ISD Board. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, COOR ISD, COOR ISD Board or the, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, COOR ISD, or the COOR ISD Board in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

ROLE OF THE COOR ISD BOARD AS AUTHORIZING BODY

Section 3.1. COOR ISD Board Resolutions. The COOR ISD Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The COOR ISD Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as [Exhibit A]. At any time and at its sole discretion, the COOR ISD Board may amend the Resolution. Upon COOR ISD Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. COOR ISD Board as Fiscal Agent for the Academy. The COOR ISD Board is the fiscal agent for the Academy. As fiscal agent, the COOR ISD Board assumes no responsibility for the financial condition of the Academy. The COOR ISD Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the COOR ISD Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the COOR ISD Board for the benefit of the Academy. The responsibilities of the COOR ISD Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. Oversight Responsibilities of the COOR ISD Board. The COOR ISD Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the COOR ISD Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of COOR ISD Board Expenses. The Academy shall pay the COOR ISD Board an administrative fee to reimburse the COOR ISD Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and

conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. COOR ISD Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the COOR ISD Board. The Academy shall submit a written request to the COOR ISD Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the COOR ISD Board's next regular meeting, the COOR ISD Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization of Employment. The COOR ISD Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the COOR ISD for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees.

Section 3.7. COOR ISD Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., then Academy shall obtain prior review for such financing from the COOR ISD Board. The Academy shall submit a written request to the Superintendent describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the COOR ISD Board's next regular meeting, the COOR ISD Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the COOR ISD Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the COOR ISD Board deems appropriate under the circumstances. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into by the Academy if the proposed transaction is disapproved by the COOR ISD Board. By not disapproving a proposed transaction, the COOR ISD Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the COOR ISD Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the COOR ISD Board. The Academy shall seek a new contract by making a formal request to the COOR ISD Board in writing prior to the end of the current Contract Term. The COOR ISD Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the COOR ISD Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the COOR ISD Board as the most important factor of whether to issue or not issue a new contract. The COOR ISD Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the COOR ISD Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Contract Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the COOR ISD Board, and may be removed with or without cause by the COOR ISD Board at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other

provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy employee and a paid consultant or independent contractor to an ESP that has a Management Agreement with the Academy; and
- (f) An individual simultaneously serving as an Academy Board member and a COOR ISD Board official, employee, or paid consultant, as a representative of the COOR ISD Board.

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract.

Section 4.6. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the Superintendent. Included in this Oath will be that Board members must be US Citizens.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to article X of these Terms and Conditions.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to article X of these Terms and Conditions.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board members as set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3. Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, the pupil performance of the Academy shall be assessed using the current MDE required assessments.

The Academy shall provide the Superintendent with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Superintendent;
- (b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the COOR ISD Board may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Superintendent; and
- (e) all tests required under Applicable Law.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the Superintendent that demonstrates the following:

- (a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- (b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one

(1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Superintendent.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the COOR ISD Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

The COOR ISD Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the Superintendent a contract amendment, in a form and manner determined by the Superintendent. The contract amendment shall include all information requested by the Superintendent, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Superintendent shall review the contract amendment and make a recommendation to the COOR ISD Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the Superintendent of the contract amendment shall include a determination by the Superintendent that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The COOR ISD Board may consider the Academy Board's site expansion request contract amendment following submission by the Superintendent of a positive recommendation. If the COOR ISD Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The COOR ISD Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of COOR ISD or the COOR ISD Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the COOR ISD Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the COOR ISD Board's oversight responsibilities and other

reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Superintendent for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.17. Postings and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6A of the Code. The Academy shall comply with Part 6A and other parts of the Code that apply to public school academies.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time.

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. The Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws.

Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The COOR ISD Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the COOR ISD Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the COOR ISD Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the COOR ISD Board delegates to the Superintendent the review

and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Superintendent, the COOR ISD Board shall consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the COOR ISD Board by the Academy.

Section 9.3. Process for Amendment Initiated by the COOR ISD Board. The COOR ISD Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The COOR ISD Board delegates to the Superintendent the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the COOR ISD Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the COOR ISD Board or the Superintendent. If the proposed amendment conflicts with any of the COOR ISD Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the COOR ISD Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the COOR ISD Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the COOR ISD Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of COOR ISD Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the COOR ISD Board. An emergency situation shall be deemed to occur if the Superintendent, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the COOR ISD Board. Upon the determination that an emergency situation exists, the Superintendent may temporarily take action on behalf of the COOR ISD Board with regard to the Academy or the Contract, so long as such action is in the best interest of the COOR ISD Board. When acting during an emergency situation, the Superintendent shall have the authority to act in place of the COOR ISD Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the COOR ISD Board; or (b) the next meeting of the COOR ISD Board. The Superintendent shall immediately report such action to the COOR ISD Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the COOR ISD Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Termination by the Academy. At any time, for any reason, the Academy Board may terminate this Contract before the end of the Contract Term by presenting to the COOR ISD Board a certified resolution requesting termination. Unless otherwise agreed to by the COOR ISD Board and the Academy Board, this Contract shall terminate at the end of the school year in which the Contract termination is requested.

Section 10.2. Termination by COOR ISD Board. The COOR ISD Board may terminate this Contract before the end of the Contract Term as follows:

- (a) Termination without Cause. Except as otherwise provided in subsections (b) or (c), the COOR ISD Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than one (1) year from the date of the COOR ISD Board's resolution approving such termination. The Superintendent shall provide notice of the termination to the Academy. If during the period between the COOR ISD Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the COOR ISD Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the COOR ISD Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the COOR ISD Board to make changes in the Contract that are not in the best interest of the COOR ISD Board, then the COOR ISD Board may terminate the Contract at the end of the Academy's school fiscal year in which the COOR ISD Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
 - (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
 - (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- (c) Automatic Termination Caused By Placement of Academy in State School Reform/ Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the COOR ISD Board may terminate this Contract at the end of the current school year.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The COOR ISD Board's process for suspending the Contract is as follows:

- (a) Superintendent Action. If the Superintendent determines that probable cause exists to believe that the Academy Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; (v) has willfully or intentionally violated this Contract or Applicable Law; or (vi) has violated Section 10.5(e) or (f), the Superintendent may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the COOR ISD Board after a decision by the Superintendent to suspend the Contract, shall be retained by the COOR ISD Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon request.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Superintendent, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in Section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Superintendent and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The COOR ISD Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (h).

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be

revoked by the COOR ISD Board upon a determination by the COOR ISD Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil achievement for all groups of pupils or meet the educational goals set forth in the Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the COOR ISD Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Superintendent's approval;
- (e) The Superintendent discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Superintendent in connection with the COOR ISD Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.
- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the COOR ISD Board; or

- (h) The COOR ISD Board, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.

Section 10.6. COOR ISD Board Procedures for Revoking Contract. The COOR ISD Board's process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The Superintendent, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Superintendent, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be nonresponsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Superintendent prior to a review of the Academy Board's response.
- (c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Superintendent shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Superintendent determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Superintendent shall develop a plan for correcting the noncompliance ("Plan of Correction"). In developing a Plan of Correction, the Superintendent is permitted to adopt, modify or reject any of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Superintendent determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

- (d) Plan of Correction May Include Conditions to Satisfy COOR ISD Board's Contract Reconstitution Authority. As part of the Plan of Correction, the Superintendent may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/ trustee to take over operations of the Academy. The Superintendent shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- (e) Request for Revocation Hearing. The Superintendent may initiate a revocation hearing before a Hearing Panel designated by the Superintendent if the Superintendent determines that any of the following has occurred:
- (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Superintendent deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Superintendent determines that a Plan of Correction cannot be formulated;
 - (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Superintendent shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

- (f) Hearing before Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Superintendent and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Superintendent's request for Contract revocation, and to make a recommendation to the COOR ISD Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Superintendent and shall not last more than three hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the COOR ISD Board and the Academy. The Superintendent or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Superintendent and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the COOR ISD Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Superintendent and the Academy Board at the same time that the recommendation is sent to the COOR ISD Board.
- (g) COOR ISD Board Decision. If the Hearing Panel's recommendation is submitted to the COOR ISD Board at least fourteen (14) days before the COOR ISD Board's next formal session, the COOR ISD Board shall consider the Hearing Panel's recommendation at its next formal session and vote on whether to revoke the Contract. The COOR ISD Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The COOR ISD Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The COOR ISD Board may waive the fourteen (14) day submission requirement or hold a special formal session to consider the Hearing Panel's recommendation. A copy of the COOR ISD Board's decision shall be provided to the Superintendent, the Academy Board and the Michigan Department of Education.
- (h) Effective Date of Revocation. If the COOR ISD Board votes to revoke the Contract, the revocation shall be effective on the date of the COOR ISD Board's act of revocation, or at a later date as determined by the COOR ISD Board.

- (i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the COOR ISD Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the COOR ISD Board to revoke the Contract, may be withheld by the COOR ISD Board or returned to the Michigan Department of Treasury upon request.

Section 10.7. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Ottawa County, Michigan, the Michigan Court of Claims, or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.7. This Section 10.7 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.8. Automatic Amendment or Revocation by State of Michigan. If the COOR ISD Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the COOR ISD Board or the Academy. The COOR ISD Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the COOR ISD Board shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.9. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the Superintendent shall notify the Academy

of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the Superintendent. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the COOR ISD Board to terminate, suspend or revoke this Contract.

Section 10.10. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the COOR ISD Board determines that conditions or circumstances exist to lead the COOR ISD Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the COOR ISD Board may take immediate action against the Academy pending completion of the process described in Sections 10.6. As part of a reconstitution, The COOR ISD Board may appoint a conservator/ trustee to manage the day to day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the COOR ISD Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall be suspended and the conservator/ trustee shall act in place of the Academy Board. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the COOR ISD Board's decision.

Section 10.11. Academy Dissolution Account. If the COOR ISD Board terminates, revokes or fails to issue a new Contract to the Academy, the Superintendent shall notify the Academy that, beginning thirty (30) days after notification of the COOR ISD Board's decision, the COOR ISD Board shall direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Superintendent's notice, the Academy Board Treasure shall provide the Superintendent, in a form and manner determined by the Superintendent, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget. The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. By July 1st of each year, the Academy Board shall submit to the Superintendent a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Superintendent.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- (a) real and personal property insurance covering all of the Academy's real and personal property, whether owned or leased;
- (b) a minimum of general liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- (c) minimum automobile insurance coverage of one million dollars (\$1,000,000);
- (d) workers' compensation insurance or "workers' compensation without employees if any insurance";
- (e) School Leaders Liability insurance of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate; and
- (f) Employee Dishonesty Insurance of five hundred thousand dollars (\$500,000).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the COOR ISD and the COOR ISD Board on the insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the COOR ISD Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the COOR ISD Board or its designee.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the COOR ISD Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Superintendent.

The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

The COOR ISD's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the COOR ISD to maintain insurance coverage

for the authorization and oversight of the Academy. In the event that the COOR ISD's insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the COOR ISD's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of COOR ISD, the COOR ISD Board, or any other authorizing body, or to enter into a contract that would bind the COOR ISD Board. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the COOR ISD, the COOR ISD Board, the Superintendent, or any of its directors, officers, employees, agents or representatives for any matters that arise under this Contract. COOR ISD and the COOR ISD Board do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against COOR ISD, the COOR ISD Board, or any of its employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. The Academy shall provide to the Superintendent copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to article X of these Terms and Conditions.

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative. The Academy shall comply with Section 1230 and 1230a of the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with Section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. The Academy shall comply with Sections 1230c through 1230g of the Code. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an ESP contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

"Indemnification of Ogemaw Regional Educational Service Agency. The parties acknowledge and agree that the Ogemaw Regional Educational Service Agency Board, Ogemaw Regional Educational Service Agency and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Ogemaw Regional Educational Service Agency, Ogemaw Regional Educational Service Agency Board and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Ogemaw Regional Educational Service Agency, which arise out of or are in any manner connected with Ogemaw Regional Educational Service Agency Board's approval of the Academy's application, Ogemaw Regional Educational Service Agency Board's consideration of or issuance of a Contract, the Academy Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Ogemaw Regional Educational Service Agency, Ogemaw Regional Educational Service Agency Board or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Ogemaw Regional Educational Service Agency, Ogemaw Regional Educational Service Agency Board and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Ogemaw Regional Educational Service Agency Board is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of

the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties."

"Compliance with Academy's Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Ogemaw Regional Educational Service Agency Board. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

"Compliance with Section 12.17 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board .in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions."

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Superintendent in a form and manner consistent with the ESP policies of the Superintendent which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Superintendent may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Superintendent may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Superintendent in the same form and manner as a new Management Agreement.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the COOR ISD Board: Crawford-Oscoda-Ogemaw-Roscommon I.S.D.
11051 N. Cut Rd.
P.O. Box 827
Roscommon, MI 48653
Attn: Superintendent

If to the Academy: Alternative Educational Academy of Ogemaw County
2479 South M-76
West Branch, MI 48661
Attention: Board President

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the COOR ISD Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the COOR ISD Board.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.8. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.9. Term of Contract.

- (a) Terms of Contract. If the COOR ISD Board, in its sole discretion, determines that Academy satisfies the following criteria, this Contract shall be extended four (4) additional academic years and shall expire on July 1, 2025, unless sooner terminated according to the terms hereof ("Contract Term"):
- (i) The Academy demonstrates improved pupil academic achievement for all groups of pupils and meet the educational goals set forth in this Contract;
 - (ii) The Academy complies with this Contract and all applicable law;
 - (iii) The Academy meets generally accepted public sector accounting principles and demonstrates sound fiscal stewardship; and
 - (iv) The Academy maintains adequate student enrollment sufficient to justify continued operation.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the COOR ISD Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold COOR ISD, the COOR ISD Board, and their officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the COOR ISD Board, which arise out of or are in any manner connected with the COOR ISD Board's receipt, consideration or approval of the Application, the COOR ISD Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the COOR ISD Board as an authorizing body under Part 6A of the Code, the COOR ISD Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of COOR ISD, the COOR ISD Board, and their members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a

relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.11. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the COOR ISD Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. It is understood that the Academy is not the agent of the COOR ISD.

Section 12.15. COOR ISD Board or Superintendent General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing COOR ISD Board or Superintendent policies regarding public school academies which shall apply immediately, COOR ISD Board or Superintendent general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the COOR ISD Board or the Superintendent shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the Superintendent on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.
- (b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for

operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the COOR ISD Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

As the designated representative of the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board, I hereby issue this Contract to the Academy on the date set forth above.

Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board

By: _____
COOR ISD Superintendent

Date: _____

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract

Alternative Educational Academy of Ogemaw County

By: _____
Academy Board Designee

Date: _____

CONTRACT SCHEDULES

Articles of Incorporation43

Bylaws.....50

Fiscal Agent Agreement57

Oversight Agreement63

Description of Staff Responsibilities71

Physical Plant Description88

Required Information for Public School Academy93

CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION

202

fees paid
CK #2088 4/14/14

RECEIVED ALTERNATIVE EDUCATIONAL ACADEMY FILED

APR 18 2014

OF OGEMAW COUNTY

(A Nonprofit Corporation)

APR 21 2014

CORPORATIONS DIVISION

ARTICLES OF INCORPORATION

BY ADMINISTRATOR
CORPORATIONS DIVISION

71406H

Pursuant to the provision of Act 162, Public Acts of 1982, and Act 362, Public Acts of 1993, the undersigned corporation executes the following articles:

ARTICLE I

NAME

Section 1. Name. The name of the corporation is Alternative Educational Academy of Ogemaw County (the "Academy").

ARTICLE II

PURPOSE AND POWERS

Section 1. Purpose. The Academy is organized and shall be operated exclusively for educational purposes as a public school academy, pursuant to Part 6A of the Michigan School Code of 1976, as amended codified at MCL 380.501 et. Seq. This public school academy corporation is a governmental entity. The principal purpose of the Academy is to expand access to educational services for eligible at-risk students using innovative online tools and resources for students in Iosco County, who are not regularly attending school for a variety of reasons. The activities of the Academy and such other programs as may be deemed desirable or necessary for the promotion of the Academy's programs; and to carry on any business in connection therewith and incident thereto not forbidden by the laws of the State of Michigan and with all the powers conferred upon corporations by the laws of the State of Michigan, subject to the limitations set forth in the contract between Crawford-Oscodac-Ogemaw-Roscommon Intermediate School District (COOR ISD) and the Academy (the "Contract").

Section 2. Powers. In furtherance of or incidental to its purposes, the Academy may exercise all powers conferred on nonprofit corporations and engage in all activities permitted to nonprofit corporations by the laws of the State of Michigan, subject to any and all limitations imposed on its actions by the Michigan Nonprofit Corporation Act (the "Act"), the Michigan School Code (the "School Code"), and the Contract. The Academy shall comply with all federal and state laws applicable to public school academies. All references in these articles to the Act and the School Code shall be deemed to include both amendments to and statutes that succeed cited provisions (i.e., the corresponding provisions and any subsequent applicable laws or re-codifications).

ARTICLE III

ORGANIZATION

Section 1. Organization and Authorizing Body. The Academy is organized pursuant to the provisions of Part 6A of the School Code and the Act. The Authorizing Body of the Academy, pursuant to Part 6A of the School Code, shall be the Crawford-Oscodac-Ogemaw-Roscommon Intermediate School District (COOR ISD), Roscommon County, Michigan.

Section 2. Directorship, Non-Stock Corporation. The Academy is a directorship corporation and is organized on a non-stock basis. The business, property and affairs of the Academy shall be managed by the Board of Trustees. The initial Board of Trustees shall be composed of the following individuals: TBD

AM

Section 3. Assets and Financing. As of the date of its incorporation, the Academy has no real property assets or personal property assets. The Academy is to be financed under the following general plan: Public Act 416 of 1994 and Public Act 94 of 1979; training agreements with the Iosco Regional Educational Service Agency (RESA); certain fees permitted by law; contributions, gifts, grants, donation, bequests, devises, benefactions and other voluntary transfers of property.

ARTICLE IV

REGISTERED OFFICE AND AGENT

Section 1. Registered Office. The address of the registered office is 27 North Rempert Road, Tawas City, Michigan 48763.

Section 2. Resident Agent. The name of the resident agent at the registered office is Dana McGrew.

ARTICLE V

INCORPORATOR

Section 1. Incorporator. The name and address of the incorporator is Dana McGrew, Iosco County Regional Educational Service Agency, 27 North Rempert Road, Tawas City, Michigan 48763.

ARTICLE VI

APPLICATION OF ASSETS AND EARNINGS

Section 1. Application of Assets and Earnings. No director, officer, employee, or any other person affiliated with the Academy, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Academy, provided, that this prohibition shall not prevent the payment to any director, officer or employee of such reasonable compensation for services rendered to or for the Academy in effecting any of its purposes as shall be fixed by the governing Board; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Academy.

ARTICLE VII

DISTRIBUTION UPON DISSOLUTION

Section 1. Distribution Upon Dissolution. Upon dissolution of the Academy, the assets of the Academy shall be distributed in accordance with the laws and regulations of the State of Michigan relative to public school academies and in accordance with the Contract with the Crawford-Oscodao-Ogemaw-Roscommon Intermediate School District (COOR ISD).

ARTICLE VIII

BOARD OF TRUSTEES

Section 1. Members of the Board of Trustees – Number and Qualifications. The Academy shall be governed by a Board of Trustees comprised of at least five (5), and no more than nine (9) members. The Director, if the Academy employs one, shall also be a non-voting member. No other employee of the Academy shall serve as a Member of the Board.

Section 2. Powers and Duties of the Board. The primary responsibility of the Board is to implement the purpose of the Academy as stated in Article II. The Board shall have all the powers and duties necessary for the administration of the affairs of the Academy, subject to the limitations provided by law and by the Contract.

Section 3. Election and Term of Office. The Board of Trustees shall be selected in accordance with the following procedure:

- a. The Board of Trustees shall consist of at least five (5), and no more than nine (9) members as selected by the Board of Trustees. All trustees must have successfully passed a criminal history records check.
- b. A trustee of the Board of Trustees shall hold office for a term of three (3) years, except that of the trustees first appointed, two shall be appointed for a term of three (3) years, two shall be appointed for a term of two (2) years, and the remainder shall be appointed for a term of one (1) year.
- c. The initial Board of Trustees shall be named in the resolution of the authorizing body of the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District (COOR ISD).
- d. A trustee appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating trustee in the same manner as the original appointment.
- e. Membership on the Board of Trustees shall constitute the holding of a public office and each trustee shall file an acceptance of office and take and file the following oath or affirmation before assuming office:

"I do solemnly swear (or affirm) that I will support the constitution of the United States and the constitution of this state, and I will faithfully discharge the duties of the office of a member of the board of trustees of a public school academy according to the best of my ability."

Section 4. Vacancies. A vacancy in the office of a member of the Board of Trustees occurs immediately, without declaration by an office or acceptance by the Board of one of its members, upon one of the following events:

- a. The death of the incumbent, or the incumbent's being adjudicated insane or being found to be mentally incompetent by a proper court.
- b. The incumbent's resignation.
- c. The incumbent's removal from office.
- d. The incumbent's conviction of a felony.
- e. The incumbent's appointment being declared void by the authorizing body, state board, or competent court.
- f. The incumbent's neglect or failure to file the acceptance of office with the authorizing body, to take the oath of office, or to give or renew an official bond required by law.
- g. The incumbent ceasing to possess the legal qualifications for holding office.
- h. The incumbent ceasing to reside in this state.

ARTICLE IX

OFFICERS

Section 1. Number. The officers of the Academy shall be a President, Vice-President, and Secretary/Treasurer. The Board of Trustees may also appoint such other officers, agents and assistants as they may deem necessary for the transaction of the business of the Academy.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Trustees at the annual meeting of the Board. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided herein.

Section 3. Removal. Any officer or agent appointed or elected by the Board of Trustees may be removed by a majority vote of the Board of Trustees whenever, in the best judgment of the Board, the interest of the Academy would be served thereby.

Section 4. Vacancies. Any vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by a majority vote of the Board of Trustees for the un-expired portion of the term.

Section 5. Powers and Duties.

- a. President – The President shall preside over all meetings of the Board of Trustees and shall establish the agenda. The President shall have authority to execute, on behalf of the Academy, all documents or instruments necessary or proper for the Academy in the course of the Academy's regular business or as authorized by resolution of the Board of Trustees. The President shall also perform all duties related to the office of the President as may be prescribed by the Board of Trustees by law or by the Contract.
- b. Vice-President - The Vice-President shall preside at all meetings of the Board of Trustees when the President is unable to attend, perform other duties appropriate to the duties of the office of Vice-President in the management of the Academy and in case of a vacancy in the office of the President, succeed to the office of the president for the balance of the un-expired term.
- c. Secretary/Treasurer – The Secretary/Treasurer shall act as a clerk at meetings of the Board of Trustees and keep, record and sign the minutes of meetings, orders, resolutions and other proceedings of the Board of Trustees in proper record books. Shall have care and custody of all monies of the academy, pay orders of the Director when lawfully drawn and countersigned by the President out of money belonging to the fund upon which the orders were drawn, keep accurate and complete records and books in which money received and disbursed shall be entered, the sources of funds and to whom money is paid, present an annual written financial report to the Board of Trustees at the end of the Academy's fiscal year, and perform other duties required by law, by the Board of Trustees or by the Contract.

ARTICLE X

DIRECTOR LIABILITY

Section 1. Liability of Volunteer Directors. Each member of the governing Board of this Academy shall be a "volunteer director", as defined in Section 110(2) of the Michigan Nonprofit Corporation Act, as amended (the "Act"), or any corresponding section of any future Michigan nonprofit corporation law, and as such shall not personally be liable to the Academy for monetary damages for a breach of such Board member's fiduciary duty, except that nothing herein shall be construed to eliminate or limit the liability of a volunteer Board member for any of the following:

- a. A breach of the Board member's duty of loyalty to the Academy.
- b. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- c. A violation of Section 551(1) of the Act.
- d. A transaction from which the board member derived an improper personal benefit.
- e. An act or omission that is grossly negligent, including School Safety Act eligibility.

Section 2. Assumption of Liability to Third Persons. The Academy assumes all liability to any person other than the Academy for all acts or omissions of the corporation's Board members incurred in the good faith performance of the Board members' duties.

Section 3. Governmental Immunity. A public school academy and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Section 691.1407 of the Michigan Compiled Laws. An authorizing body and its board members, officers, and employees are immune from civil liability, both personally and professionally, for any acts or omission in authorizing a public school academy if the authorizing body or the person acted or reasonably believed he or she acted within the authorizing body's or the person's scope of authority.

ARTICLE XI

LIMITATION ON ACTIONS

Section 1. Limitations on Actions. Notwithstanding any other provisions of these Articles, the Academy shall not:

- a. Conduct any activities not permitted of a nonprofit corporation organized pursuant to the Act.
- b. Conduct any activities not permitted of a public school academy organized pursuant to the School Code.
- c. Conduct any activities not permitted of a public academy authorized by the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District (COOR ISD) pursuant to the Contract.
- d. Dedicate any substantial part of its activities to the carrying on of propaganda or otherwise attempting to influence legislation.
- e. Participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE XII

AMENDMENTS

Section 1. Amendments. Amendments may be made to the Articles of Incorporation as adopted by the Board of Directors pursuant to the contract or as required by law. Each amendment shall be adopted, executed, and published

ARTICLE XIII

EFFECTIVE DATE


Section 1. Effective Date. These Articles of Incorporation shall be effective on the date of filing with the, Department of Energy, Labor & Economic Growth, Bureau of Commercial Services.

ARTICLE XIV

PUBLICATION AND FILINGS

Section 1. Publication and Filings. The Resident Agent of the Public School Academy shall be responsible for all publications and filings required by the School Code of 1976 and the nonprofit Corporation Act.

I, the incorporator, sign my name this 3 day of April, 2014.



Incorporator

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
CORPORATION DIVISION
P. O. Box 30054
Lansing, Michigan 48909-7554

ALTERNATIVE EDUCATIONAL ACADEMY OF OGEMAW COUNTY

DANA MCGREW
27 NORTH REMPERT ROAD
TAWAS CITY MI 48763

Comments:

LARA is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

CONTRACT SCHEDULE 2

BYLAWS

**Alternative Education Academy
Of Ogemaw County
(A Nonprofit Corporation)**

BYLAWS

Article I

DEFINITIONS

Section 1. Definitions. For purposes of these bylaws, the following terms shall have the following meanings:

- a. "Academy Body" shall mean Alternative Educational Academy of Ogemaw County.
- b. "Authorizing Body" shall mean Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District (COOR ISD).
- c. "Board" or "Board of Trustees" shall mean the Board of Trustees of the Academy.
- d. "Contract" shall mean the agreement between the Authorizing Body and the Academy pursuant to Part 6A of the School Code.
- e. "Director" shall mean the person appointed or hired by the Board of Trustees to be the Director of the Academy.
- f. "Trustee" shall mean a person who serves as a member of the Board of Trustees of the Academy.

Article II

MISSION STATEMENT/PURPOSE

The principal purpose of the Academy is to provide a blended online learning pathway to academic success for students who have dropped out or been expelled from high school. The Board of the Academy shall control the policies of the School and shall facilitate its progress toward goals established by the Board in furtherance of the Academy's purpose. The Academy is organized and shall be operated exclusively for educational purposes as a public school academy, pursuant to Part 6A of the School Code. The Academy shall be a public educational institution for individuals who reside in the Authorizing Body's constituent local school district. Enrollment in the academy may be open to all individuals who reside in this state who meet the admission policy and shall be open to all pupils who reside within the geographic boundaries of the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District (COOR ISD), subject to total enrollment limitations. The Academy shall be non-religious and shall accept students and hire staff without discrimination as to race, color, religion, national origin, sex, marital status, sexual orientation, educational affiliation, handicap status, or age, and shall comply with all applicable laws and regulations relating thereto.

Article III

ORGANIZATION

Section 1. Directorship Corporation. The Academy is a directorship corporation and is organized on a non-stock basis. The business, property and affairs of the Academy shall be managed by the Board.

Section 2. Composition of the Board of Trustees. The Board of Trustees shall have a minimum of five (5) members and maximum of nine (9) members. The initial Board of Trustees shall be composed of individuals so designated in the Articles of Incorporation of the Academy.

At all-time the Board of Trustees shall have a representative of at least on professional educator. Neither (a) employees of the Academy or the Authorizing Body, or (b) officials of the Authorizing Body may be a Trustee. Qualifications for Board membership shall include but not be limited to: an interest in students and their education, enthusiasm for the Academy and conviction in its purpose, willingness to give time and energy to the Academy, special skills to address specific management needs of the Academy, ability to represent the community and interpret community needs and views, willingness to accept and support decisions democratically made by the Board, ability to represent the Academy to the community and successfully passing a criminal history records check conducted by the Authorizing Body.

Section 3. Terms. The term of each member of the Board of Trustees shall be three (3) years, except that of the first members of the Board, two (2) shall be appointed for a term of three (3) years, two (2) shall be appointed for a term of (2) years and the remainder shall be appointed for a term of one (1) year. Upon expiration of the initial term each member of the Board of Trustees, all members will serve three (3) year terms.

Section 4. Election of the Board of Trustees. The election of Trustees shall be in accordance with the Articles of Incorporation.

Section 5. General Duties, Powers and Responsibilities of the Board of Trustees. In addition to those powers generally granted under the Articles of Incorporation of the Academy, the Board of Trustees shall have the following duties, powers and responsibilities.

- a. To establish all policy;
- b. To approve an annual budget and establish fees, if any;
- c. To provide support and commitment to all facets of Academy and uphold established policies of the Academy;
- d. To hire the Director, if any, and all other employees and to set the salary of the Director and all other employees and establish employee policy;
- e. To establish both standing and ad hoc committees as necessary in the development of Academy programs; such Committees may meet outside the regular Board meetings at the discretion of the committee members;
- f. To review annually the performance of the Director, if any;
- g. To review the Director's decision concerning application for admission to the Academy;
- h. To perform all other functions authorized or required by law; these bylaws or the Contract;

Section 6. Removal of Members. Any member of the Board may be removed with or without cause by a majority vote of the Board members of the Authorizing Body following a resolution adopted by two-thirds of the members of the Board of Trustees.

Section 7. Vacancies. Vacancies shall be governed by the Articles of Incorporation. Failure to fill such vacancy shall result in the Superintendent of Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District (COOR ISD) having authority to fill such vacancy. The resignation of a Trustee shall be effective upon its receipt by the Academy or subsequent time as set forth in the notice of resignation.

Section 8. Meetings. Regular meetings shall be no less than six (6) time per year and will be scheduled at the organizational meeting of the Academy in July, consistent with local school boards. Special meetings may be called at the request of the President of the Board of Trustees or the director, if any. Special meetings shall be called and held in accordance with the Open Meetings Act.

Section 9. Agenda, Order of Business. The Agenda for any meeting of the Board shall consist of items which are specified in the notice of meeting. The order of business at all regularly scheduled meetings of the Corporation shall be as follows:

- a. Call to Order.
- b. Roll Call.
- c. Additions to Agenda.
- d. Approval of Agenda.
- e. Approval of Minutes of preceding meeting.
- f. Discussion Items.
- g. Action Items.
- h. Future Meeting Date.
- i. Community Input.
- j. Board Comments.
- k. Adjournment.

Section 10. Quorum. A majority of the Trustees constitutes a quorum for the transaction of business at any meeting of the Board of Trustees, but if less than a majority is present at a meeting, a majority of Trustees may adjourn the meeting from time to time without further notice.

Section 11. Presumption of Assent. A Trustee of the Academy who is present at any meeting of the Board of Trustees at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Trustee's dissent shall be entered in the minutes of the meeting or unless that Trustee shall file a written dissent to such action with the forward such dissent by registered mail to the Secretary/Treasurer of the Academy immediately after the adjournment of the meeting. This right to dissent shall not apply to a Trustee who voted in favor of such action.

Section 12. Committees. The Board of Trustees by resolution adopted by the affirmative vote of a majority of the members of the Board of Trustees may designate one or more committees, each committee to consist of one or more Trustees elected by the Board of Trustees. The Board of Trustees may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of the committee, upon request of the Chair of the meeting. Subject to the Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities as the Board of Trustees may request.

Article IV **OFFICERS**

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary/Treasurer. The Board of Trustees may also appoint such other officers, agents and assistants as they may deem necessary for the transaction of the business of the Academy.

Section 2. Election and Terms of Office. The officers shall be elected annually by the Board of Trustees at the annual meeting of the Board. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided herein.

Section 3. Removal. Any officer or agent appointed or elected by the Board of Trustees may be removed by a majority vote of the Board of Trustees whenever, in the best judgment of the Board, the interests of the Academy would be served thereby.

Section 4. Vacancies. Any vacancies in any office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment by a majority of the Board of Trustees for the un-expired portion of the term.

Section 5. Powers and Duties.

- a. President – The President shall preside over all meetings of the Board of Trustees and shall establish the agenda. The President shall have authority to execute, on behalf of the Academy, all documents or instruments necessary or proper for the Academy in the course of the Academy’s regular business or as authorized by resolution of the Board of Trustees. The President shall also perform all duties related to the office of the President as may be prescribed by the Board of Trustees, by law or by the Contract.
- b. Vice-President – The Vice-President shall preside at all meetings of the Board of Trustees when the President is unable to attend, perform other duties appropriate to the duties of the office of Vice-President in the management of the Academy and in case of a vacancy in the office of President, succeed to the office of the President for the balance of the un-expired term.
- c. Secretary/Treasurer – The Secretary/Treasurer shall act as a clerk at meetings of the Board of Trustees and keep record and sign the minutes of meetings, orders resolutions and other proceedings of the Board of Trustees in proper record books. Shall have care and custody of all monies of the Academy, pay orders of the Director when lawfully drawn and countersigned by the President out of money belonging to the fund upon which the orders were drawn, keep accurate and complete records and books in which money received and disbursed shall be entered, the sources of funds and to whom money is paid, present an annual written financial report to the Board of Trustees at the end of the Academy’s fiscal year, and perform other duties required by law, by the Board of Trustees or by Contract.

Article V

DIRECTOR AND STAFF

Section 1. Employment of Director. If the Board of Trustees determines employment of a Director is necessary to the operation of the Academy, it may upon a majority vote of the Board of Trustees.

Section 2. Employment of Staff. The Board of Directors determines employment of staff that it deems necessary for the successful operation of the Academy upon a majority vote of the Board of Trustees.

Article VI

FINANCIAL MATTERS

Section 1. Fiscal Year. The fiscal year shall begin on July 1 of each year.

Section 2. Annual Audit. At the closing of each fiscal year the books and records of the Academy shall be audited by a certified public accountant in accordance with state law and the Contract. Based on such reports, the Academy will furnish an annual financial statement including the income and disbursements of the Academy.

Section 3. Review of Books and Records. The Academy shall make its books available to the Authorizing Body for review at least monthly, and in accordance with all terms and conditions of the Contract.

Section 4. Contracts. The Academy may enter into any contract or instrument authorized by law and the Board of Trustees may authorize any officer or officers to enter into a contract or other instrument on behalf of the Academy and to execute and deliver said contract or instrument. Any contract or instrument may be executed by the President, Vice-President or Secretary/Treasurer provided that the contract or instrument is authorized by the Board of Trustees.

Section 5. Borrowing. No loans shall be contracted on behalf of the Academy and no

Evidence on indebtedness shall be issued in its name other than a lease, with or without option to purchase, land contract or installment purchase agreement, which must be authorized by a majority vote of the Board of Trustees elected and serving and must be in accordance with the terms of the Contract.

Section 6. Deposits. All funds of the Academy shall be deposited or invested to the credit of the Academy in such financial institutions as the Board of Trustees shall select and in accordance with Sections 1221, 1222, and 1223 of the School Code.

Article VII
INDEMNIFICATION

Section 1. Indemnification. Each person who is or was a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy to fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Academy may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Academy would have power to indemnify such person against such liability under the precedent sentence. The Academy may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the Academy to fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time. The Academy also agrees to indemnify the Authorizing Body as specified in the Contract.

Article VIII
CONTRACT

Section 1. Contract. The Contract, as it exists at the time these Bylaws are adopted and as subsequently amended, together with all attachments, appendices and schedules attached thereto, is incorporated herein by reference. The Academy shall operate in accordance with the Contract and all amendments thereto.

Article IX
MISCELLANEOUS

Section 1. Educational Goals/Curriculum/Student Assessment. The educational goals/curriculum/student assessment policies as submitted by the Academy to the Authorizing Body in its application to establish the Academy as a public school academy under Michigan law is/are incorporated herein by reference.

Section 2. Admission Policy and Eligibility for Enrollment. The Academy will accept enrollment requests for the School in the following manner.

- a. Enrollment in the Academy shall be free of charge. Students may apply to enroll in the Academy by fulfilling the requirements for enrollment as established and publicized by the Board. Enrollment in the School shall be open to any student, subject to the School's total enrollment limitations, eligible to be enrolled in the State of Michigan.
- b. All admissions to the School shall be made without regard to religion, creed, race, color, sex, national origin, intellectual or athletic ability, measures of achievement or aptitude, or status as a person with disabilities.
- c. Enrollment is limited to the number of openings budgeted by the Board.

Section 3. School Calendar. As applicable, the Academy will comply with the School

Code, as amended, and the State School Aid Act, as amended. The school calendar for the current academic school year shall be in accordance with the calendar set forth in the application submitted to the Authorizing Body.

Article X
AMENDMENTS

Amendments to these Bylaws may be adopted by a two-thirds vote of the Board of Trustees duly elected and serving.

CERTIFICATE OF ADOPTION

These Bylaws were adopted by unanimous consent of the Board of Trustees on this ____ day of _____.

Secretary/Treasurer

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Ogemaw Regional Educational Service Agency Board of Education ("Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Alternative Educational Academy of Ogemaw County, a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the Board or an officer or employee of Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District as designated by the Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the Board and the Academy may also agree that the Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

ARTICLE III
STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV
ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2006, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board of Education to the Alternative Educational Academy of Ogemaw County.

By: _____

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School district ("COOR ISD Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Alternative Educational Academy of Ogemaw County (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the COOR ISD Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"Superintendent's Office" means the office designated by the COOR ISD Board as the initial point of contact for public school academy applicants and public school academies authorized by the COOR ISD Board. The Superintendent's Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the COOR ISD Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

"State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Superintendent's Office, as it deems necessary to fulfill the COOR ISD Board's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the COOR ISD Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the COOR ISD Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or reform the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the COOR ISD Board or its designee.
- j. Evaluate whether the nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

Section 2.02. Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:

- a. Submit information to the Superintendent's Office in accordance with the Master Calendar of Reporting Requirements adopted by the Superintendent's Office. The Master Calendar may be amended from time to time as deemed necessary by the Superintendent's Office Director.
- b. Submit quarterly financial reports to the Superintendent's Office in a form and manner determined by the Superintendent's Office. Submit other financial reports as established by the Superintendent's Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Superintendent's Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the COOR ISD Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Superintendent's Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Superintendent's Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Superintendent's Office within five (5) business days after the minutes are approved.
- g. Submit to the Superintendent's Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Superintendent's Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Superintendent's Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Superintendent's Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set

forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Superintendent's Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Superintendent's Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Superintendent's Office of any changes to the Academy Board public meeting schedule.

n. Prior to March 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

Section 2.03. Waiver and Delegation of Oversight Procedures. The COOR ISD Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The COOR ISD Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the College or other designee.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Superintendent's Office.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the IRESA Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the COOR ISD Board from each State School Aid Payment received by the IRESA Board for forwarding to the Academy. This fee shall compensate the COOR ISD Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the COOR ISD Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

a. hereby authorizes the Superintendent's Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Superintendent's Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Superintendent's Office with copies or view access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, or any other state or federal agency.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Superintendent's Office by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Superintendent's Office
11. Copy of curriculum and other educational materials given to the Superintendent's Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)

18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Section 5.01(A) above

CONTRACT SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES

Alternative Educational

Academy of Ogemaw
County

Staff Positions

Director	73
Teacher/Mentor.....	75
Counselor	77
Secretary/Pupil Accountant	79
Paraprofessional.....	81
Social Worker.....	83
Assistant Director.....	85

Job Description

Job Title: Director

Reports To: Board/Authorizing Agency

FLSA Status: Exempt

Job Code:

Accounting Code:

Benefit Code:

Federal Occupational Code:

Prepared By: Rena' Foster

Prepared Date: 7/24/12

Approved By: Dana McGrew

Approved and reviewed dates: 7/24/12; 3/2022

Summary: In partnership with the authorizer, administer a high school educational program that aligns with the mission and vision stated in the charter school application, and assures that students achieve positive academic, career, physical, social, and emotional development.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

1. Accurately and positively represents the mission and vision of Alternative Educational Academy of Ogemaw County with staff, students, parents, the community, and other partners.
2. Establishes and maintains a positive and safe learning environment for students.
3. Formally evaluates and provides leadership direction to staff.
4. Creates a professional learning environment for staff and students that promotes rigor and relevance in all content areas.
5. Communicates regularly with all members of the leadership team.
6. Works within the leadership team structure to hire and evaluate staff.
7. Develops and evaluates the educational program to ensure conformance to state and school board standards.
8. Confers with teachers, students, and parents concerning educational and behavioral problems in school.
9. Supports the counselor in facilitating parent education and involvement.
10. Makes regular written reports to the Academy Board, the COOR ISD Board, and the State of Michigan.
11. Establishes and maintains relationships with colleges, community organizations, and other schools to coordinate educational services.
12. Requisitions and allocates supplies, equipment, and instructional material as needed and within budget.
13. Walks about school building and property to monitor safety and security.
14. Implements and follows policies and procedures.

Supervisory Responsibilities

Directly supervises approximately 8 employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing and recommending hires; training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

Education and/or Experience

Must possess a minimum of a Master's degree (M. A.) from an institute accredited by NCA; with four to ten years related experience and/or training; or an equivalent combination of education and experience.

Certificates, Licenses, Registrations

Must meet MI requirements for administrator certification.

Other Skills and Abilities

Must demonstrate successful leadership as a school principal and successful teaching experience. Must exhibit leadership in working with professional staff, students, and the community.

Other Qualifications

As the Board of Directors deems appropriate.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned

Job Description

Job Title: Teacher/Mentor

Reports To: Director

FLSA Status: Exempt

Job Code:

Benefit Code:

Prepared By: Rena' Foster

Prepared Date: 7/24/12

Approved By: Dana McGrew

Approved and reviewed dates: 7/24/12; 03/2022

Accounting Code:

Federal Occupational

Summary: Maintains an educational program within which will help students achieve positive academic, career, physical, social, and emotional development.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Provides direct and indirect instruction

Engages in long and short-term planning, addressing individual needs of

students Evaluates students' progress

Teachers a multi-model approach

Works as a team-member on cultural, academic, behavioral, technological, and social committees that will enhance programming at the school

Provides and inviting, exciting, and innovative learning environment

Supervisory Responsibilities

Directly supervises 20+ students. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include training students; planning, assigning, and directing work; appraising performance; rewarding and disciplining students; addressing complaints and resolving problems.

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Bachelor's degree (B. A.) from four-year college or university; or one to two years related experience and/or training; or equivalent combination of education and experience.

Certificates, Licenses, Registrations

Must hold MI Teaching Certificate with proper endorsement in assigned subject area. Must meet federal NCLB requirements for teaching assignment(s).

Other Skills and Abilities

Must have proven counseling history working successfully with secondary students, preferably in an Alternative Education setting

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned

Job Description

Job Title: Counselor

Reports To: Director

FLSA Status: Exempt

Job Code:

Accounting Code:

Benefit Code:

Federal Occupational Code:

Prepared By: Rena' Foster

Prepared Date: 7/24/12

Approved By: Dana McGrew

Approved and reviewed dates: 7/24/12;

Summary: Provides individual and group educational and career/occupational counseling, course scheduling and other student support services by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

1. Collects, organizes, and analyzes information about students through records, tests, interviews, and professional sources, to appraise their interests, aptitudes, abilities, and personality characteristics, for career/occupational and educational planning.
2. Compiles and studies occupational, educational, and economic information to aid students in making and carrying out career/occupational and educational objectives.
3. Refers students to placement service.
4. Assists students in understanding and overcoming social and emotional problems.
5. Engages in research and follow-up activities to evaluate counseling techniques.
6. Develops a master schedule of classes
7. Monitors student attendance and behavior and provides specialized intervention programs as needed for individuals or groups.

Supervisory Responsibilities

This job has no supervisory responsibilities

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

Education and/or Experience

Bachelor's degree (B. A.) from four-year college or university; or one to two years related

experience and/or training; or equivalent combination of education and experience.

Certificates, Licenses, Registrations

Must hold MI Teaching Certificate with NT endorsement or a MI School Counselor License.

Other Skills and Abilities

Must have proven counseling history working successfully with at-risk secondary students, preferably in an alternative educational setting.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned

Job Description

Job Title: Secretary/Pupil Accountant

Reports To: Director

FLSA Status: Non-Exempt

Job Code:

Benefit Code:

Prepared By: Rena' Foster

Prepared Date: 7/24/12

Approved By: Dana McGrew

Approved and reviewed dates: 7/24/12;
03/2022

Grade Level:

13 Accounting

Code:

Federal Occupational Code:

Summary:

Performs secretarial responsibilities to Alternative Educational Academy of Ogemaw County staff while presenting a positive image of the school.

Essential duties and responsibilities include the following. Other duties may be assigned.

Welcomes on-site visitors, determines nature of business, and announces or directs visitors to appropriate personnel.

Monitors visitor access and issues passes when required.

Composes, transcribes, edits, and files routine correspondence, communications, notes, bulletins, memorandums, and other materials

Receives, sorts, and routes mail and faxes, and maintains and routes publications.

Answers telephone and/or route messages to obtain information and uses discretion about relaying information.

Maintains automated substitute calling system, ensuring absences are filled for each school day and reconciles all absences at the end of each payroll period

Makes copies of confidential reports and all other related materials.

Orders and dispenses office supplies within approved budget.

Maintains calendar of meetings and events.

Records minutes of staff meetings.

Coordinates all aspects of the lunch room.

Performs other clerical duties as needed, such as filing, photocopying, and collating.

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Competencies:

To perform the job successfully, an individual should demonstrate the following competencies:

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

High school diploma or general education degree (GED); or one to three years related experience and/or training; or equivalent combination of education and experience.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned

Job Description

Job Title: Paraprofessional

Reports To: Director

FLSA Status: Exempt

Job Code:

Accounting Code:

Benefit Code:

Federal Occupational Code:

Prepared By: Tina Williams

Prepared Date: 7/1/20

Approved By: Dana McGrew

Approved and reviewed dates: 7/1/20;

03/22

Summary:

Supports an educational program within which will help students achieve positive academic, career, physical, social, and emotional development.

Essential duties and responsibilities include the following. Other duties may be assigned.

Assists students in their online coursework according to instructions and guidance from the teacher.

Implement student specific instructional, behavior, health, and safety plans.

Provide accurate documentation of behaviors, data collection and feedback as requested.

Perform routine classroom support tasks such as taking attendance, filling out forms and required incident documentation, and updating student files.

Observe students assists the teacher in maintaining a safe environment in the classroom, cafeteria, grounds, general premises and/or on district approved field trips.

Set up and arrange supplies and equipment for students use in a classroom.

Operate classroom equipment, computers and related software

Supports and inviting, exciting, and innovative learning environment; prepare bulletin boards, charts, labels and displays as instructed.

Maintain and implement confidentiality with students' information.

Engages in long and short-term planning, addressing individual needs of students.

Works as a team member on cultural, academic, behavioral, technological, and social committees that will enhance programming at the school.

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability

required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Associate's Degree; or one to two years related experience and/or training; or equivalent combination of education and experience.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned

Job Description

Job Title: Social Worker

Reports To: Director

FLSA Status: Exempt

Job Code:

Accounting Code:

Benefit Code:

Federal Occupational Code:

Prepared By: Tina Williams

Prepared Date: 7/24/12

Approved By: Dana McGrew

Approved and reviewed dates: 7/1/20;
03/22

Summary:

In accordance with established policies and procedures, the School Social Worker completes individual assessments and recommendations on students referred for evaluations. Participates in meetings such as MET's, IEP's, staffing's, etc. Assists in developing student behavior assessments and intervention plans. Involved in crisis intervention, parent and staff training, improving school climate, student support systems, accessing community agency resources, and providing short-term intervention to students and/or families.

Essential duties and responsibilities include the following. Other duties may be assigned.

Provide direct individual and group support with eligible pupils.

Assist students in learning social skills and develop appropriate peer relations, as well as other student behaviors necessary for school success.

Collaborate with school staff on behalf of eligible children.

Serve on student support teams and special education committees.

Review student records to identify previous barriers and/or interventions.

Conduct parent interviews to acquire socio-developmental information as needed for special education referrals.

Attend and participate at meetings.

Provide training and support in the collection and analysis on use of behavioral data regarding students in the problem solving process for use in implementing school-wide, targeted and intensive supports at the school level.

Develop, facilitate and provide training, coaching, technical assistance, problem solving, and implantation support to building level leadership teams, behavior response teams, and classroom teachers on the use of tiered student supports.

Monitors student attendance and behavior and provides specialized intervention programs as needed for individuals or groups.

Participate in professional development activities aimed at current trends and bwest practices for the

provision of comprehensive school social work services.

Maintain necessary program and student related files and records to document contacts and services provided.

Submit required reports in a timely and accurate manner as requested or assigned.

Work collaboratively across systems and departments with instructional staff and administrators to build capacity for data collection, problem solving and data-driven instructional decision making processes that support implementation of Multi-Tiered Systems of Support (MTSS) across core instruction, strategic and intensive intervention and assessment practices to positively impact student growth and achievement.

Other duties as assigned.

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Masters' Degree in Social Work from a program approved by the State Board of Education.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned

Job Description

Job Title: Assistant Director
Reports To: Director
FLSA Status: Exempt
Prepared By: Tina Williams
Prepared Date: 03/09/2022
Approved By: Jeff Hutchison
Approved Date: 03/22

Summary: In accordance with established policies and procedures, the Assistant Director of Alternative Educational Academy of Ogemaw County will be responsible for student attendance, student safety, student discipline, general supervision, and accountability for all students.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Provide general day-to-day supervision and leadership to ensure a safe, compassionate, caring, and effective learning environment for students.
- Collaborates with staff to develop a common understanding and approach to supporting all students.
- Provide technical assistance to staff and students.
- Manage and assist in coordinating activities and projects.
- Provide management and support for the implementation of policies, procedures, and practices.
- Attend and participate in meetings providing regular updates regarding a variety of educational subjects.
- Maintain a climate that attracts, retains, and motivates staff and students.
- Coordination data and assessment systems.
- Report regularly to administration regarding any developments, issues or concerns within the districts, make recommendations regarding necessary adjustments to the delivery of services.
- Attend meetings, in-service, conferences.
- Other duties as assigned by the Director of Alternative Education.

Supervisory Responsibilities

Assists director with supervision of the following positions: secretary/pupil accountant, paraprofessional, counselor, social worker, teacher-mentor, custodian, and others as assigned. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing and recommending hires; training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions:

Education and/or Experience

Masters' degree in educational leadership recognized by the State Board of Education.

Certificates, Licenses, Registrations

Certification as a K-12 school administration in Michigan

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

**The Alternative Educational Academy
Of Ogemaw County**

Physical Plant

	Page
Physical Plant Description	89
Floor Plan.....	91
Occupancy Approval	92

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the academy will be located.

2. The address and a description of the proposed physical plant (the "Proposed Site") of the Academy are as follows:

Address: 2479 S. M-76
West Branch, MI 48661

Description: The building is approximately 6,000 square feet. The school includes four classrooms of approximately 625 square feet each and three offices.

Configuration of Grade Levels: Sixth grade through twelfth grade.

Name of School District and Intermediate School District:

Local: West Branch-Rose City Area Schools
ISD: Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District

3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the COOR ISD Board, before the Academy may operate as a public school strict discipline academy in this state.

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

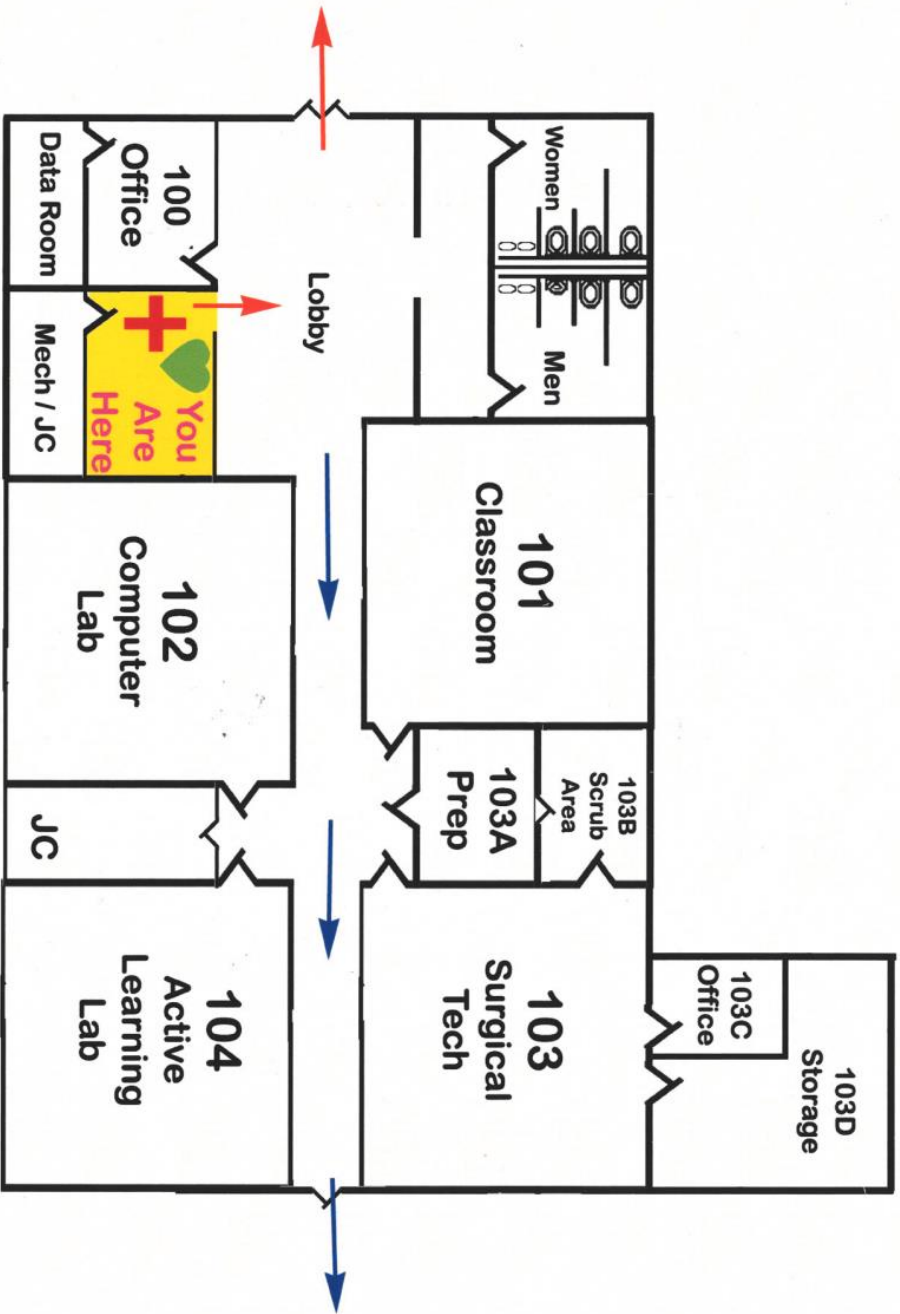
4. In addition, the Academy and the COOR ISD Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school strict discipline academy in this state until it has obtained the necessary fire, health and safety approvals for the Proposed Site. These approvals must be provided and be acceptable to the COOR ISD Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations at the Proposed Site without the consent of the COOR Board.

5. If the Proposed Site described above is not used as the Academy's physical facilities, or the Academy makes changes to the Proposed Site in the form of new building

construction, portable classrooms or major renovations to the Proposed Site, then Schedule 6 of this Contract between the Academy and the COOR ISD Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's new Proposed Site. The Academy must submit to the COOR ISD Board or its designee complete information about the new Proposed Site to be used or the changes to the Proposed Site. This information shall include financing information for the new Proposed Site and any changes in financing for the Proposed Site, as well as the information described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the strict discipline academy cannot conduct classes at the new Proposed Site or the Proposed Site until it has submitted all the information described above, to the satisfaction of the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Superintendent, and the amendment regarding the new Proposed Site or Proposed Site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

West Branch



CERTIFICATE OF OCCUPANCY
COUNTY OF OGEMAW
STATE OF MICHIGAN

PROPERTY OWNER OF RECORD:

ALTERNATIVE EDUCATIONAL ACADEMY
27 N REMPERT ROAD
TAWAS CITY MI 48763

CERTIFICATE OF OCCUPANCY NUMBER:

OF12-0033

PROPERTY TAX I.D.#: 014-029-051-30
JOB SITE ADDRESS: 2479 S M-76
BUILDING CODE IN EFFECT: 2009 MICHIGAN BUILDING
USE GROUP: E CONSTRUCTION TYPE: 2B

TYPE OF WORK COMPLETED:

**REMODEL EXISTING BUILDING AND CHANGE OF USE TO
EDUCATIONAL GROUP E (KIRTLAND COMMUNITY
COLLEGE) THERE ARE FOUR CLASS ROOMS, BATHROOM,
AND OFFICE AREA**

NON-TRANSFERABLE

Bryan Stein

BUILDING OFFICIAL

8-30-2012

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code ("Code"). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students' criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

SECTION A
GOVERNANCE STRUCTURE

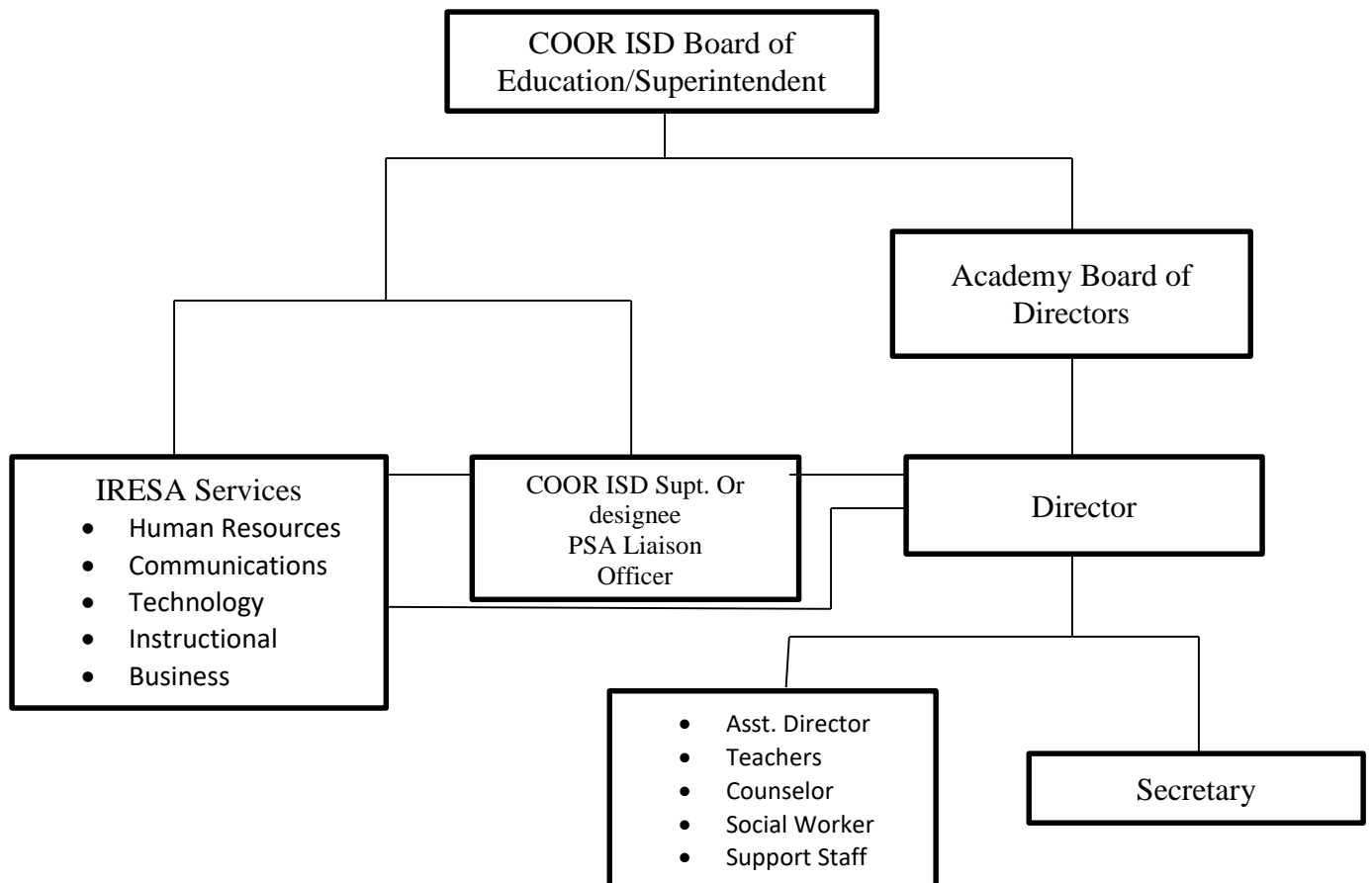
GOVERNANCE STRUCTURE

The IRESA Board shall appoint a Board of Directors of the Alternative Educational Academy of Ogemaw County ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of Alternative Educational Academy of Ogemaw County. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of the contract negotiated with the IRESA Board and applicable law. Attachment 3 — Bylaws, Articles IV and V set forth a further description of the Academy's Board governance structure. The Academy is incorporated as a non-stock, directorship nonprofit corporation. The Academy shall have at least five (5) but no more than nine (9) members, as determined by the IRESA Board. The selection of Academy Board members will be administered according to the Bylaws.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy. The Academy's organizations chart is as follows:

Alternative Educational Academy of Ogemaw County Organizational Chart

(Section A. Item 6a and Section 7.a - Governance Structure)



Academy Board of Directors:

- Manage all business, property and affairs of the Academy,
- Assures that the Academy operates according to the terms and conditions of the contract with COOR ISD Board and applicable law,
- Insures compliance with State School Aid Act; expenditure of funds; mid-year transfers; school aid payments; deposit of Academy funds; fiscal, programmatic and student records and reports
- Provides a formal evaluation of the Director

PSA Liaison Officer:

- On behalf of the authorizing body, monitors the Academy to insure compliance in all areas of school philosophy/operation identified in the charter contract. Coordinates annual PSA oversight process with the Academy Director and respective COOR ISD department heads.
- Provides consultation and technical assistance on general school operations to the Academy Board and Staff as needed.
- Facilitates communication between the Academy staff and COOR ISD staff on both contracted/non contracted services including business, human resources, communications, technology and instructional services.

The Academy Board consists of five (5) members. The Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board of Directors appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

Nominations and appointments of subsequent Academy Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board members are as follows:

BOARD MEMBER	APPOINTED
Lisa Bolen	July 1, 2022 to June 30, 2025
Joe Perrera	July 1, 2022 to June 30, 2024
Mark Berdan	July 1, 2022 to June 30, 2025
Gail Hughey	July 1, 2022 to June 30, 2023
Ben Doan	July 1, 2022 to June 30, 2024

SECTION B
EDUCATIONAL GOALS

SECTION B EDUCATIONAL GOALS

Educational Goals are thorough, measurable, uniquely tailored to the expected population, and ambitious enough that if attained, the school will have a clear determination as to whether it has achieved its mission and vision:

Vision Statement:

“Recognizing Unlimited Potential”

Mission Statement:

The mission of the Alternative Educational Academy is to provide innovative and responsive educational experiences through non-traditional programs that effectively meet the needs of at-risk students. The Academy will enhance educational opportunities for students by developing programs based on students’ individual needs and circumstances.

The overarching educational goal of the Alternative Educational Academy is to provide quality learning opportunities that prepare students for achievement in college and/or career readiness depending on the individual’s post-secondary interests. The two major components of our program include: blended online learning and vocational education.

- a. Blended online learning combines the best elements of online and face-to-face education. A technology rich learning environment helps prepare students to be confident, creative problem solvers and global citizens who care about their culture. Online learning offers personalized, student-focused educational plans, allowing for individualized attention and support when students need it most. All students who find themselves faced with barriers to their education, deserve a way to move forward.
- b. Students will have the opportunity to participate in a vocational center to help them develop workplace readiness skills. These skills will help them understand how important it is to be a lifelong learner.

In order to achieve program goals, the Alternative Educational Academy will develop personalized Educational Development Plans for each enrolled student that includes and/or considers:

- a. Previous and current assessment data and educational functioning level
- b. Acknowledgement of educational barriers to be addressed
- c. Short and long-term goals
- d. Attendance expectations, both online and in-person, tailored to the individual needs and life circumstances of the student
- e. Placement in appropriate courses and experiences that support student’s post-secondary goals; exploring possible career pathways, college, or vocational interests

Success for the student will be measured by the adequate progress towards goals as outlined in the Educational Development Plan. Success for the school will be determined by 80% of the population achieving their documented goals.

The Alternative Educational Academy instructional design was adopted to support the student's academic needs while offering flexible scheduling. With the primary instruction being given by an online format through the use of web based software, the student will have access to their course work at any time or place where they can connect to the internet. The classroom provides in-person support as the certified instructors and support staff work individually or in small groups with students: checking for understanding, monitoring progress, and adjusting the Educational Development Plan as necessary. The school calendar includes additional hours throughout the traditional school year and a summer session to support students needing increased accessibility to supports.

The Alternative Educational Academy is authorized by COOR ISD which is an essential partner that ensures the needs, accommodations, and transition plans of our special education students are met to the highest standards. The Alternative Education Academy will follow the COOR PLAN that was signed July 2009.

The population that we are serving has already failed in some capacity at a traditional high school or they are determined "at-risk" for school failure. The Alternative Educational Academy believes that in order to meet the goals of this population, we must provide a more personalized education plan; not a "one size, fits all" model. We must make accommodations for the different learning styles, motivational levels, and attendance availability that this population requires for a successful educational experience.

Lastly, listed below are additional goals that the Alternative Educational Academy has established which include:

- a. Ensure increased student attendance via adherence to school attendance policy (weekly login data, attendance tier adherence, in-person lab attendance); attainable as a 10% increase over a three-year period.
- b. To utilize NWEA pre and posttest assessment data to inform overall growth rate of the Alternative Educational Academy across all grades in the areas of Reading and Math.
- c. To achieve an 80% success rate for student goal achievement including graduation, GED credential obtainment, and/or transfer back to residential district on track with their cohort.

SECTION C
EDUCATIONAL PROGRAMS

SECTION C

EDUCATIONAL PROGRAMS

The goal of the Academy is to excite students about academic and technical learning and to maximize their potential for academic, personal, and professional success in their chosen life goals. This goal is accomplished through the use of a guaranteed and viable curriculum that embraces standards-based instruction in all academic content areas while promoting innovative, effective instruction and programming.

Proponents of alternative education have identified four core elements characteristic of successful alternative education programs—school culture, organizational structure, curriculum and instruction, and system-wide features—that serve as a foundation for comprehensive programming (Butchart, 1986; Jacobs, 1994; Kadel, 1994; Kershaw & Blank, 1993; Morley, 1991; Raywid, 1994a; Rogers, 1991). In addition, Dr. Willard Daggett's research has established *rigor* (challenge), *relevance* (meaningful to real world of learner), and *results* (designing with the end in mind) as necessary ingredients to increase the likelihood that meaningful, stored learning will occur in the brains of the learners. In light of the emphasis in brain research on emotion and positive interrelationships and/or collaboration to enhance learning, *relationship-building* is a critical fourth component to the success of the learner. The Academy model will include the successful alternative education programming elements all designed to meet high levels of *rigor, relevance, relationships, and results*.

School Culture

The Academy creates a sense of community within a culture of high expectations for academic success. Staff is committed to helping each student feel a sense of belonging as part of a positive learning environment that recognizes the dignity of each individual. Staff and students understand that success is the ONLY option at this school. Every effort is made to work together so that students master the state content expectations through innovative and engaging career-focused instruction and assessment. This culture of career preparation centers on connections to the world beyond school in relationships, citizenship, and career aspirations.

Students are expected to be involved in decision-making regarding school curriculum, programming, and procedures. Staff and students will exhibit respect for diverse views and goals within a culture that maximizes opportunities for student success. Service learning will be a component of the programming to build a sense of community beyond the school. Every effort will be made to understand the student's whole story when planning his/her course of study, instruction, and assignments. This culture will value diversity, group synergy, and excellence in performance. (Relevance & Relationships)

Organizational Structure

To support a successful school culture, the Academy will embrace many of the positive aspects of the small school concept. The assignment of student advisory teams will insure teachers are able to provide students with individualized attention and enable students

to actively participate in their own learning. The school calendar and school day will be organized into flexible and career-focused segments. A total of 18 credits will be required for graduation. This model has extra time built in to enable students to more easily meet course content standards for graduation. Some elective courses are offered.

Opportunities to acquire occupational skills and connecting academic knowledge to real-world settings contribute to higher student motivation. Thus the academy will provide students with career preparation experiences that extend beyond the typical classroom learning experience. All programming will be evaluated in relation to a Rigor and Relevance Framework (www.daggett.com/rigor.html) which emphasizes the spectrum of reasoning skills and movement from knowledge acquisition to knowledge application in a variety of contexts.

Individualized guidance and career counseling will assist students in developing self-knowledge and self-awareness, encourage exploration of educational and occupational programming, and support student decision-making in educational and career planning.

Curriculum and Instruction

Curriculum will be based upon the state's content expectations in core subjects and national standards in non-core subjects. While each module focuses on a specific career pathway, academic success and a high school diploma will be assured through the integration of core subjects into each module from the freshman through the senior years. Students will be expected to complete the following required and elective credits:

- English Language Arts-
- 4 Mathematics-4
- Science-3
- Social Studies-3
- Health/Physical Education-
- 1 Fine Arts-1
- Language other than English – 2

Clear standards of achievement and regular assessment are essential elements to insuring students complete credit requirements for graduation. Assessment of student progress are measured through a variety of methodologies and instruments—performance-based measurement such as essays, performance events, senior projects, portfolios, and traditional paper and pencil tests—in which students can provide a detailed demonstration of what they have learned. By regular assessment for and of learning, teachers can individualize instructional plans to insure that students are prepared to take the Michigan Merit Exam and other standardized assessments necessary to meet the requirements for entrance into employment or post-secondary options.

Instructional innovation is encouraged and celebrated. A "constructivist" learning philosophy—in which teachers guide student learning instead of telling and directing content and skills—will form the foundation for competency-based learning. By using problem-based and project-based learning units, teachers will connect academic instruction to real-world

experiences, and students will more likely be engaged in their learning. Teaching to multiple intelligences, peer tutoring, and flexible instructional groupings will support students' different learning styles and different levels of academic readiness. The curriculum will include both cognitive and affective instruction.

Students with learning disabilities will access the general education curriculum with appropriate accommodations. Those special education students who are considered to be "functionally-" or "supported-independent" will receive modified curriculum using the Extended Grade Level Content Expectations (EGLCEs). English Language Learners will be taught through the STOP Model (Sheltered Instruction Observation Protocol).

The Academy students will have the opportunity to complete an approved career/technical education program that will be provided at COOR ISD Career and Technical Education Center. Depending on the student's credit recovery and other needs, a second and expanded year of career focused programming will be available as well. Generally, students will participate in a structured CTC program in their 3rd (junior) year, and with successful program completion will be able to participate in one or more of the following during their 4th (senior) year: advanced training in the same career pathway at CTC; community based unpaid work experience; cooperative vocational education; school-to-registered apprenticeships; or related postsecondary career preparation.

The Career and Technical Education Center programs are designed to assure program opportunities exist in all career pathways. Parameters for development are:

- 120 minutes /day; approximately 360 hours of instruction in one school year
- Eligible for CTE state approval
- Focused instruction that provides skills enabling students to:
 - Secure a job,
 - Plan for advanced education,
 - Enter an apprenticeship, and/or
 - Complete a certificate (if one is available).

System-wide Services and Partnerships

Based on interest and aptitude testing and dialogue, each student, with the help of parents and staff, will create an individualized educational development plan (EDP) to address his/her goals for high school completion and transition into a career or post-secondary institution. The students will move from an exploration of Career Pathways in their freshman year to a more intensive study of particular Pathways in the sophomore year. In the junior year, the students will choose a certification program to study followed by a senior year capstone experience in their chosen pathway. Students will receive college/postsecondary and/or career counseling and support to make the transition beyond high school completion. Teachers will be expected to serve as advocates for their students. Advisor-advisee relationships will be established to insure that students have a "go-to" person when issues arise.

Partnerships with two- and four-year postsecondary institutions are being established to help students get a head start on their postsecondary education. Partnerships with local businesses have been established to develop mentorships, apprenticeships, and internships for career capstone experiences. Partnerships with community service agencies have been established to address students' social, emotional, and health needs both in and outside the school setting. Community partnering also includes parent-staff relationships. Parental involvement will be expected and nurtured through parent information, parent education, volunteer opportunities, and parent expectations. (Relevance & Relationships)

Section D

Curriculum

Section D

Curriculum

The Michigan Merit curriculum will be delivered on line using Edmentum and Edgenuity. This virtual classroom curriculum is aligned with the state standards. To supplement our student's efforts in this curriculum an adult mentor will be assigned to the students. The mentor will monitor progress, help with assessments, and guide the student towards completion of a high school diploma and a post-secondary goal. This curriculum can be found on line at www.education2020.com/curriculum and <https://www.edmentum.com/products/courseware>

The Academy students will also have the opportunity to participate in the Career and Technical Education programs at COOR ISD. All programs are state approved CTE programs.

SECTION E
METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

To the extent applicable, a public school academy must use a Michigan Assessment Program test or an assessment instrument developed under Section 1279 of the Revised School Code. Student learning will be assessed using a variety of methods including traditional standardized mastery level testing, self-evaluation, and peer evaluation, test/retest, portfolio completion, and the SAT exam.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Enrollment Limits

The Academy will offer sixth through twelfth grade. The maximum enrollment shall be 200 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application and Enrollment Requirements

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Application and Enrollment Requirements

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings or children of employees and Academy Board members seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of employees and Academy Board members.

Application and Enrollment Requirements

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral "third party" such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE School

Calendar

The Academy's school calendar shall comply with Sections 1175 and 1284 of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the IRESA Board.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours under the Code and the Act. The Academy Board must submit the school day schedule to the IRESA Board prior to the commencement of each academic year.

- The daily schedule for the school year is 8:00 a.m. until 4:00 p.m. Mentors will be available during this time to assist students.

Alternative Educational Academy of Ogemaw County

2022 - 2023 School Calendar

August '22						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December '22						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January '23						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				





March '23						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April '23						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May '23						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June '23						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July '23						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

-  School Closed/ Holidays
-  Teacher in-Service Day (no school for students)
-  Half Day (for students)
-  First and Last Day of School

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION H: AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in sixth through twelfth grade, up to 22 years of age. The Academy may add grades with the prior written approval of the COOR ISD Board.

Students of the Academy will be children who have reached the age of 5 by December 1 of the current school year.