

C.O.O.R. ISD Board of Education Meeting

Wednesday, August 14, 2024 6:00 PM

C.O.O.R. ISD Central Office, 11051 N Cut Road, Roscommon, MI 48653

1. Call to order & Roll Call

2. Opening Ceremonies

- Pledge of Allegiance

- Mission Statement

C.O.O.R. ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities.

3. Adopt the Agenda

4. Presentation of Certificate thanking the Houghton Lake Knights of Columbus for 47 years of Tootsie Roll Drive contributions. Clyde Straub, Larry Meier, and others plan to be present.

5. Presentation by Katie Fuelling, Director of Instructional Services: 2023-2024 Professional Learning Recap (presentation linked below)

6. Department Updates

-Career & Technical Education Department

-Early Childhood Department

-Instructional Services Department

-Special Education Department

-R.O.O.C., Inc.

-K12 ETA (Educational Technology Association)

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BOARD OF EDUCATION

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Katie Keith

Supervisor of Early Childhood

Kurt Loll

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Somer Quinlan, Executive

Director of ROOC, Inc.

Jared Socia

Director of Operations

To: Shawn Petri, Superintendent

From: Natalie Davis, CTE Director

Date: August 7, 2024

Subject: CTE Department Update

CTE Construction Project:

We are still waiting on the “boots” for the entry doors into the office and shop areas from the hallway.

Grants:

Equipment is still arriving for the SME Prime grant and Josh Meyer and Kyle Sisco are working closely to implement the new curriculum within their programs. Josh will be attending training on the Stratasys 3D printer in MN in August sponsored by SME. The Snap-On precision measurement system has also been delivered and they will both have training on that as well, but not until October.

Outreach/Marketing:

I have been attending our CEAC Council meetings and most recently the picnic in Gladwin with the business meeting as well.

I haven't heard yet whether SAAB will be coming to Grayling to build their munitions factory. I'm told we'll know in September. This is the presentation I did at Kirtland for MEDC.

Other:

You approved the CTE budget draft, but we may need to amend based on the final budget as approved. Unfortunately it does not look like we'll continue to receive 61C for equipment/infrastructure. Fortunately the construction project has wrapped up because this was vital in finishing the project!

I am working with Kurt and Shawn as we are spending down our 61i grant for teacher retention. We are unable to pre-pay tuition for staff still needing further classes, but we are able to support PD so it will not be a problem to spend the remaining funds. COOR received approximately \$192,000 in 61i over the past 2 years. I applied for \$200k and it was slightly reduced.

I began working with Mike Evans last month and will continue to do so through September. 😊



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To: Shawn Petri, Superintendent

From: Katie Keith, Early Childhood Supervisor

Date: August 2024

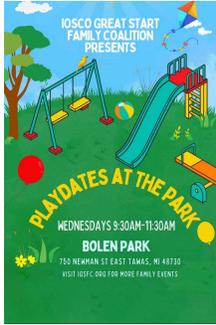
Subject: Early Childhood Update

Great Start to Quality

Our team has been enjoying a little bit of a slower pace this summer, reflecting on what has worked well so far this year and what things we will be doing differently for this upcoming fiscal year. We are currently putting together our Professional Development Opportunities for child care providers for FY25. We also recently applied for a \$10,000 grant that will help supplement our funding in order to cover time spent partnering with the Office of Strong Start within child care licensing. This will cover our extra time as staff working with licensing navigators to help support programs that are opening up or expanding within the PreK for All realm. We continue to partner and attend the events and meetings with Michigan Works and other partners who are trying to build the workforce through apprenticeship programs and other opportunities to help folks get the education and experience needed to grow the child care industry. Helen Shastal, our Co-Director and Quality Improvement Coach for Iosco County, is looking forward to attending the ribbon cutting ceremony for a new center in Oscoda (Iosco County) on August 11th. Helen has been working with the owner for about 6 months while trying to find a suitable building and giving her support on how to set up the environment so that it is developmentally appropriate.

Great Start & Great Start Parent Coalition

Our Iosco Family Coalition has been busy all summer trying to grow and expand the coalition. We have an amazing group of parents that have taken the lead to create opportunities for families in their community. Each month through the summer they have put on a beach day, adopt a grandparent, and play dates in the park. They also participated in the 4th of July parade to bring more awareness of the Family Coalition.



Great Start Readiness Program

August is here and Katie and Rebekah are prepping for the August staff professional learning. Staff will be returning over the next few weeks as the first day of school quickly approaches. Katie and Rebekah have a full year of professional learning ahead for staff: Pyramid Model modules, Professional Learning Communities, Literacy Essentials, Key Elements, curriculum and assessment.

For the 2024-25 school year, COOR will continue with 20 classrooms again. Some of the classrooms have increased their capacity to serve 20 children in a classroom. Crawford, Ogemaw and Oscoda County enrollment numbers continue to increase. Roscommon County numbers are low for all programs and programs are implementing creative marketing strategies to recruit families.



Educational Technology Association

Technology for Learning

August 2024 ETA Report

Any Questions Please contact Josh Hayes, jhayes@k12eta.org

Tickets (ETA Wide):

- Current Open: 227
- Created this month: 557

Trainings Provided:

- Student Information System Rollover

Updates:

- The ETA team is working hard on replacing network equipment, cleaning out/dusting all computers and projectors, updating devices, cleaning up inventory, and installing new equipment for the upcoming school year.
- We are still waiting for some equipment to come in. As of right now, if it does not show up soon we will be installing that equipment after the school year starts.
- The ACD fiber build project is still in progress. They have informed me that they are planning to have it finished by the middle of August now.
- Global CrowdStrike outage affected us on Friday, July 19th. A huge thank you to Trent Miller, Patrick Wroble, Mike Stilson, and many others for working on getting all the servers back up and running. This outage took down around 90% of our over 200 servers.
- We continue attending cyber partner meetings (virtually) to stay informed of the newest threats. We then share this information with all the districts within the four ISD support regions of the ETA.
- Our external vulnerability scanned 96 threats in 1053 locations this month. We have no open vulnerabilities at this time.
- All backups have been verified. This month backups were tested on Crawford Ausable, Baldwin, Mesick, Mason County Central, Manton, MISD, WMISD, and WSESD.

Proudly Serving the districts within the COOR ISD, Manistee ISD, West Shore ESD, and Wexford-Missaukee ISD



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To: Shawn Petri, Superintendent

From: Katie Fuelling

Date: July 2024

Subject: Instructional Services Update

Instructional Services

Director: Katie Fuelling

The Instructional Services and Special Education Department is excited to share our 2024-2025 Professional Learning Menu! It is filled with professional learning opportunities tailored to meet the varied needs of our local districts.

[2024-2025 COOR ISD Professional Learning Menu](#)

31n Team

Behavioral Health Coordinator: Michelle Culton-Ekstrom

Our 31n Whole Child Specialists and our Student Engagement Coach finalized support services with students for the school year. Our 31n providers have shared inspiring stories from their experiences that are full of compassion, connection, and resilience. 31n team members are continuing to receive referrals for services beginning in the fall. Options for summer connections with our DHHS team members are available by contacting our 31n Team Administrative Assistant at COOR.

Professional Learning opportunities are being offered by our 31n Team for educators and staff. Training options will focus on TBRI, Self-compassion, whole brain development, educator resiliency, and student behavior regulation.

Early Literacy

Early Literacy Coach: Michelle Ewald

This month has been all about preparing to support districts right from their opening days in August.

ISD-Wide Professional Learning

- Three online/hybrid offerings are available this fall, with the primary audience being elementary teachers.
- Several of our elementary buildings have new principals this year, and coach/building leader relationships are crucial, so plans are underway for supporting these new partnerships.

District-Level Support:

- **Houghton Lake/Collins Elementary** - preparations with the literacy coach and Title I interventionist for "Curriculum Camp" PD August 13-15.

R.O.O.C. Inc.

11018 North Cut Road, Roscommon, MI 48653

www.rooc.org

MEMORANDUM

To: Shawn Petri
From: Somer Quinlan
Re: ROOC Update
Date: August 8, 2024

June and July were full of activities and events such as the presentation of the Ralph Sperry Award, visiting the Sheldon Farm, attending All-Inclusive Day at the Bluegill Festival, the Annual ROOC Picnic and many even participated and supported the Special Olympics Canoe Race at Penrod's in Grayling. Next week we will be visiting the Ogemaw County Fair on Tuesday and Thursday and hoping the beautiful summer weather continues!

Some building improvements were made in July including a fresh coat of paint in the hallway and side entrance of the building as well as a deep clean and wax for the floors. These small upgrades have made a drastic improvement to the overall appearance of the facility!





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To: Shawn Petri, Superintendent

From: Melisa Akers, Director of Special Education

Date: August 8th, 2024

Subject: Special Education Department Update

A Message from our Director, Melisa Akers

A lot of behind the scenes work is occurring within the Special Education department. We are finalizing our PD offerings for the 24-25 school year, filling last minute special education openings in the districts, updating forms and handbooks, and gearing up for the return of our students.

Floors at the CEC have a new coat of wax and the wood floors at the ATC are currently being stripped, sanded, and resurfaced. This has been desperately needed for years so we are excited for this project to be completed. In addition, Ms. Angie’s kitchen in her classroom has been remodeled and has a new countertop, sink, cabinets, and appliances. These updates will make teaching life skills to our adult student’s so much easier.

We are looking forward to an exciting new school year!

I also want to give a shout-out to Joe Moore, who was recently selected as one of Roscommon County Community Foundation’s 40 Under 40 honorees for 2024! They aim to recognize individuals who are making a significant impact through their work, volunteering, and other community-minded contributions. Watch for the announcement of the full group.

A Message from Joe Moore, School Principal



Another ESY/Summer session is in the books! The last 4 weeks at the CEC were full of fun times, smiles, laughs, and hugs! All of the teachers and classroom paraprofessionals did a magnificent job of making each day engaging and meaningful for the students. A special shout out to Jade Bird who took on the added responsibility of distributing the food and meals to each classroom.



We would like to welcome Leslie Brownfield to our team. Leslie is a retired teacher that started subbing with us last year. She will be taking over Hannah VanCura's SCI classroom once Hannah goes on maternity leave. We are excited to have her and will help to support her in any way possible during her time with us.

We are looking forward to having the full staff back together for the opening day PD on August 19th at the Northern Center in Houghton Lake. All students return for the first day of the 24-25 school year on Thursday, August 22nd.

A Message from Brenda Vaughan-Ide, ISD Monitor and Transition Coordinator

The summer work program for COOR ISD area students with a disability who are connected to MRS has wrapped up. Coordinated by Kerri Smitz and supported by ROOC in the role of employer, the program this year was very successful. We expanded to include North State Park, South State Park, Rifle River, the village of Roscommon and City of Grayling. There were also ancillary sites this year in the West Branch area. These opportunities gave many of our students from COOR and local area schools paid work experiences. Research provides evidence that one of the keys to success in both completing educational goals as well as achieving post school goals is employment experiences.

The special ed leadership team has done a lot of work this summer pulling together information and professional development to provide to local and ISD staff. The new professional learning series menu reflects all of the expected offerings.

7. Public Participation

- Any person attending the meeting may raise his/her hand during this session of the meeting. Individuals may speak for a maximum of 5 minutes. Groups may speak for a maximum of 15 minutes.

8. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

A. Approve minutes of previous meeting, July 10, 2024

B. Approval of Bills for July 2024 totaling \$2,040,025.98

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A/P Check Register

Printed: 08/06/2024 6:57:57AM

COOR ISD

Check Date: 7/1/2024 to 7/31/2024

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
142151	ALL CAMPUS SECURITY	517	07/01/2024	104264	6,355.77	0.00	6,355.77
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	517	07/01/2024	104265	2,123.43	0.00	2,123.43
142107	AXIUM SERVICES INC	517	07/01/2024	104266	10,880.42	0.00	10,880.42
2045	BLUE CROSS BLUE SHIELD OF MI	517	07/01/2024	104267	148.82	0.00	148.82
4400	CRAF CENTER	517	07/01/2024	104268	2,400.00	0.00	2,400.00
141940	CRITICAL RESPONSE GROUP	517	07/01/2024	104269	1,120.00	0.00	1,120.00
6598	FOXBRIGHT SOLUTIONS LLC	517	07/01/2024	104270	1,800.00	0.00	1,800.00
11870	INCOMPASS MICHIGAN	517	07/01/2024	104271	737.50	0.00	737.50
141673	ISCORP	517	07/01/2024	104272	7,140.96	0.00	7,140.96
5155	LI'L WILLIES	517	07/01/2024	104273	115.00	0.00	115.00
12280	MAASE	517	07/01/2024	104274	1,497.00	0.00	1,497.00
12280	MAASE	517	07/01/2024	104275	300.00	0.00	300.00
12420	MAISA	517	07/01/2024	104276	4,994.06	0.00	4,994.06
12510	MASA	517	07/01/2024	104277	899.95	0.00	899.95
12340	MASB	517	07/01/2024	104278	6,884.13	0.00	6,884.13
12341	MASB-SEG PROPERTY CASUALTY POOL INC	517	07/01/2024	104279	73,258.00	0.00	73,258.00
12880	MESSA	517	07/01/2024	104280	92,997.30	0.00	92,997.30
13651	MIO AUSABLE SCHOOL DISTRICT	517	07/01/2024	104283	4,507.80	0.00	4,507.80
13160	MSBO	517	07/01/2024	104284	150.00	0.00	150.00
15585	PELION BENEFITS, INC.	517	07/01/2024	104285	250.00	0.00	250.00
142168	RED ROVER TECHNOLOGIES	517	07/01/2024	104286	7,854.00	0.00	7,854.00
17870	SEG WORKERS COMPENSATION FUND	517	07/01/2024	104287	3,439.00	0.00	3,439.00
18154	SKYWARD ACCOUNTING DEPT	517	07/01/2024	104288	51,221.89	0.00	51,221.89
18832	STATE OF MICHIGAN	517	07/01/2024	104289	180.00	0.00	180.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	07/05/2024	104290	2.00	0.00	2.00
141200	AMAZON CAPITAL SERVICES INC	518	07/03/2024	104291	227.80	0.00	227.80
141731	AMBER AKIN	518	07/03/2024	104292	546.72	0.00	546.72
4100	CONSUMERS ENERGY PAYMENT CENTER	518	07/03/2024	104293	3,091.31	0.00	3,091.31
4440	CRAWFORD AUSABLE SD	518	07/03/2024	104294	17.75	0.00	17.75
8420	EAST HIGGINS LAKE TRUE VALUE	518	07/03/2024	104295	612.98	0.00	612.98
141697	FUN FIRST THERAPY	518	07/03/2024	104296	456.28	0.00	456.28
142113	GOOGLE VOICE INC	518	07/03/2024	104297	117.06	0.00	117.06
8791	HOUGHTON LAKE COMMUNITY SCHOOL	518	07/03/2024	104298	177,091.04	0.00	177,091.04
142025	HOUGHTON LAKE COOPERATIVE PRESCHOOL INC	518	07/03/2024	104299	29,486.39	0.00	29,486.39
19892	KATHRYN TOONSTRA	518	07/03/2024	104300	52.26	0.00	52.26
10250	KIRTLAND COMMUNITY COLLEGE	518	07/03/2024	104301	135.00	0.00	135.00
3753	MICHELE COCHRANE	518	07/03/2024	104302	252.75	0.00	252.75
21278	NICOLE GRACE	518	07/03/2024	104303	234.50	0.00	234.50
141526	OGEMAW COUNTY TREASURER	518	07/03/2024	104304	2.45	0.00	2.45
141711	PURITY CYLINDER GASES INC	518	07/03/2024	104305	1,191.74	0.00	1,191.74
16250	QUILL CORP	518	07/03/2024	104306	215.98	0.00	215.98
7160	ROSCOMMON AREA PUBLIC SCHOOLS	518	07/03/2024	104307	164,244.24	0.00	164,244.24
17030	ROSCOMMON COUNTY TRANSPORTATION AU	518	07/03/2024	104308	2,238.00	0.00	2,238.00
7161	ROSCOMMON FOOD SERVICE	518	07/03/2024	104309	4,375.81	0.00	4,375.81
16970	ROSCOMMON GLASS	518	07/03/2024	104310	385.00	0.00	385.00
141133	SHANNON REA	518	07/03/2024	104311	30.00	0.00	30.00
15685	SHAWN PETRI	518	07/03/2024	104312	117.72	0.00	117.72
141649	STAPLES	518	07/03/2024	104313	92.56	0.00	92.56
1415	TAMMY BAUDOUX	518	07/03/2024	104314	389.94	0.00	389.94

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21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	518	07/03/2024	104315	185,176.37	0.00	185,176.37
4440	CRAWFORD AUSABLE SD	519	07/03/2024	104316	39,836.45	0.00	39,836.45
4470	CRWFD CNTY TRANSP AUTH	519	07/03/2024	104317	1,228.00	0.00	1,228.00
7552	GRAYLING COOPERATIVE PRESCHOOL, INC.	519	07/03/2024	104318	48,682.68	0.00	48,682.68
19631	CHRISTINA TAPPAN	521	07/11/2024	104319	270.93	0.00	270.93
4100	CONSUMERS ENERGY PAYMENT CENTER	521	07/11/2024	104320	151.49	0.00	151.49
141691	EMILY GUBANCSIK	521	07/11/2024	104321	259.66	0.00	259.66
141738	GILL-ROY'S HARDWARE	521	07/11/2024	104322	33.99	0.00	33.99
141941	HELEN SHASTAL	521	07/11/2024	104323	232.34	0.00	232.34
141120	KAREN L POPE	521	07/11/2024	104324	20.17	0.00	20.17
20457	KATHRYN VANWORMER WALDIE	521	07/11/2024	104325	67.26	0.00	67.26
141488	KATIE FUELLING	521	07/11/2024	104326	247.23	0.00	247.23
10020	KEENAN THERAPEUTICS PC	521	07/11/2024	104327	765.62	0.00	765.62
141492	KERRI SMITZ	521	07/11/2024	104328	110.55	0.00	110.55
142036	KYM NARAYANA	521	07/11/2024	104329	72.88	0.00	72.88
142172	MASTER ELECTRIC ELECTRICAL CONTRACTOR	521	07/11/2024	104330	9,100.00	0.00	9,100.00
11598	MELISSA MAEDER	521	07/11/2024	104331	150.60	0.00	150.60
142077	MICHELLE CULTON EKSTROM	521	07/11/2024	104332	226.84	0.00	226.84
141775	MICHELLE EWALD	521	07/11/2024	104333	205.54	0.00	205.54
141772	NATALIE DAVIS	521	07/11/2024	104334	84.94	0.00	84.94
15149	OTSEGO COUNTY TREASURER	521	07/11/2024	104335	2.02	0.00	2.02
141992	SHARON MCMILLAN	521	07/11/2024	104336	25.46	0.00	25.46
18555	SPARTAN STORES LLC	521	07/11/2024	104337	199.33	0.00	199.33
20152	TAMMY TYLER	521	07/11/2024	104338	429.32	0.00	429.32
141944	TRACEY STEIN	521	07/11/2024	104339	224.30	0.00	224.30
21770	XEROX CORP	521	07/11/2024	104340	955.74	0.00	955.74
142151	ALL CAMPUS SECURITY	520	07/11/2024	104341	17,540.00	0.00	17,540.00
141200	AMAZON CAPITAL SERVICES INC	520	07/11/2024	104342	578.33	0.00	578.33
141145	AUSABLE MEDIA GROUP LLC	520	07/11/2024	104343	213.00	0.00	213.00
2445	BROOKES PUBLISHING CO	520	07/11/2024	104344	666.70	0.00	666.70
6650	FREDERIC TOWNSHIP	520	07/11/2024	104345	497.58	0.00	497.58
6781	FRONTIER	520	07/11/2024	104346	109.20	0.00	109.20
141918	GERRISH TOWNSHIP	520	07/11/2024	104347	250.00	0.00	250.00
8520	HOEKSTRA TRANSPORTATION INC	520	07/11/2024	104348	446.73	0.00	446.73
142002	HOLLAND BUS COMPANY	520	07/11/2024	104349	59.67	0.00	59.67
142129	JTC TECHNOLOGIES LLC	520	07/11/2024	104350	5,992.00	0.00	5,992.00
12340	MASB	520	07/11/2024	104351	792.00	0.00	792.00
13073	MPAAA	520	07/11/2024	104352	3,090.00	0.00	3,090.00
13160	MSBO	520	07/11/2024	104353	750.00	0.00	750.00
21278	NICOLE GRACE	520	07/11/2024	104354	160.00	0.00	160.00
141875	RADIO NORTH LLC	520	07/11/2024	104355	1,500.00	0.00	1,500.00
19370	SYLVESTER'S	520	07/11/2024	104356	78.00	0.00	78.00
20970	WM CORPORATE SERVICES INC	520	07/11/2024	104357	159.73	0.00	159.73
8392	CHARLTON HESTON ACADEMY	522	07/11/2024	104358	56,471.54	0.00	56,471.54
19978	TSA CONSULTING GROUP INC	93	07/19/2024	104359	1,870.00	0.00	1,870.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	07/19/2024	104360	2.00	0.00	2.00
11056	DESIREE LIPSKI	523	07/16/2024	104361	222.96	0.00	222.96
141697	FUN FIRST THERAPY	523	07/16/2024	104362	647.00	0.00	647.00
142086	JENNIFER HART	523	07/16/2024	104363	164.82	0.00	164.82
12880	MESSA	99	07/16/2024	104364	5,457.38	0.00	5,457.38
8791	HOUGHTON LAKE COMMUNITY SCHOOL	523	07/17/2024	104365	925.40	0.00	925.40
142174	CHASIN' CARS WASH N STORE	526	07/18/2024	104366	202.00	0.00	202.00

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5812	EMERGENCY SERVICES OF HOUGHTON LAKE	526	07/18/2024	104367	355.00	0.00	355.00
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	99	07/22/2024	104368	382.22	0.00	382.22
8392	CHARLTON HESTON ACADEMY	527	07/23/2024	104369	39,121.64	0.00	39,121.64
4900	DEAN TRANSPORTATION INC	527	07/23/2024	104370	339.77	0.00	339.77
142025	HOUGHTON LAKE COOPERATIVE PRESCHOOL INC	527	07/23/2024	104371	1,000.00	0.00	1,000.00
14631	NMCAA	527	07/23/2024	104372	286.67	0.00	286.67
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	527	07/23/2024	104373	250,367.58	0.00	250,367.58
21770	XEROX CORP	527	07/23/2024	104374	241.58	0.00	241.58
141873	ALBANESE CONFECTIONERY GROUP INC	524	07/26/2024	104375	266.40	0.00	266.40
141619	ALLEGRA	524	07/26/2024	104376	994.00	0.00	994.00
141200	AMAZON CAPITAL SERVICES INC	524	07/26/2024	104377	7,063.36	0.00	7,063.36
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	524	07/26/2024	104381	1,649.02	0.00	1,649.02
142022	ARTESIA YOUTH PARK	524	07/26/2024	104382	1,000.00	0.00	1,000.00
142107	AXIUM SERVICES INC	524	07/26/2024	104383	10,880.42	0.00	10,880.42
13830	BRIE MOLAISSON	524	07/26/2024	104384	49.43	0.00	49.43
2750	CARF	524	07/26/2024	104385	219.00	0.00	219.00
4400	CRAF CENTER	524	07/26/2024	104386	2,400.00	0.00	2,400.00
4440	CRAWFORD AUSABLE SD	524	07/26/2024	104387	4,499.00	0.00	4,499.00
4480	CRAWFORD COUNTY	524	07/26/2024	104388	87.94	0.00	87.94
5385	DTE ENERGY	524	07/26/2024	104389	249.55	0.00	249.55
141691	EMILY GUBANCSIK	524	07/26/2024	104390	121.90	0.00	121.90
141308	EMS EDUCATION	524	07/26/2024	104391	25.00	0.00	25.00
8520	HOEKSTRA TRANSPORTATION INC	524	07/26/2024	104392	984.49	0.00	984.49
142173	HOLIDAY INN MARQUETTE	524	07/26/2024	104393	180.20	0.00	180.20
142173	HOLIDAY INN MARQUETTE	524	07/26/2024	104394	180.20	0.00	180.20
142173	HOLIDAY INN MARQUETTE	524	07/26/2024	104395	180.20	0.00	180.20
142173	HOLIDAY INN MARQUETTE	524	07/26/2024	104396	180.20	0.00	180.20
6195	IAN FAULKNER	524	07/26/2024	104397	30.00	0.00	30.00
142142	ILENE SMITH	524	07/26/2024	104398	130.18	0.00	130.18
141459	INACOMP	524	07/26/2024	104399	3,276.20	0.00	3,276.20
9385	IOSCO RESA	524	07/26/2024	104400	123,789.51	0.00	123,789.51
141635	JANWAY	524	07/26/2024	104401	2,285.00	0.00	2,285.00
141578	JARED SOCIA	524	07/26/2024	104402	1,701.09	0.00	1,701.09
9025	JIM GENDERNALIK	524	07/26/2024	104403	67.52	0.00	67.52
71225	JOSEPH MOORE	524	07/26/2024	104404	300.00	0.00	300.00
10020	KEENAN THERAPEUTICS PC	524	07/26/2024	104405	1,212.00	0.00	1,212.00
5155	LI'L WILLIES	524	07/26/2024	104406	115.00	0.00	115.00
141719	LYN SPERRY	524	07/26/2024	104407	72.88	0.00	72.88
141784	LYON TOWNSHIP	524	07/26/2024	104408	71.02	0.00	71.02
12280	MAASE	524	07/26/2024	104409	200.00	0.00	200.00
12880	MESSA	524	07/26/2024	104410	98,486.66	0.00	98,486.66
13651	MIO AUSABLE SCHOOL DISTRICT	524	07/26/2024	104413	100.00	0.00	100.00
15652	NANCY PERSING	524	07/26/2024	104414	55.46	0.00	55.46
14545	NEMCSA	524	07/26/2024	104415	309.73	0.00	309.73
141968	NORTH COUNTRY LOG COATINGS	524	07/26/2024	104416	5,000.00	0.00	5,000.00
141765	NORTHERN MICHIGAN EVENT BANQUET CENTER LLC	524	07/26/2024	104417	1,968.00	0.00	1,968.00
14165	NUCRAFT METAL PRODUCTS	524	07/26/2024	104418	240.00	0.00	240.00
15078	ORKIN PEST	524	07/26/2024	104419	431.96	0.00	431.96
15860	PURCHASE POWER	524	07/26/2024	104420	1,009.75	0.00	1,009.75
16250	QUILL CORP	524	07/26/2024	104421	822.30	0.00	822.30
16390	RAY'S PARTS CENTER	524	07/26/2024	104422	75.38	0.00	75.38

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A/P Check Register

Printed: 08/06/2024 6:57:57AM
 COOR ISD
 Check Date: 7/1/2024 to 7/31/2024

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
18430	REBECCA SOCIA	524	07/26/2024	104423	38.19	0.00	38.19
19081	ROBERT J GORDON DOFAA-INS PLLC	524	07/26/2024	104424	21.00	0.00	21.00
141366	SARAH E RONDO	524	07/26/2024	104425	78.75	0.00	78.75
141884	TRUGREEN COMMERCIAL	524	07/26/2024	104426	243.67	0.00	243.67
20571	VERIZON WIRELESS	524	07/26/2024	104427	1,180.58	0.00	1,180.58
14545	NEMCSA	528	07/25/2024	104428	17,989.16	0.00	17,989.16
225	AFLAC	99	07/29/2024	104429	742.20	0.00	742.20
14890	OGEMAW COUNTY PUBLIC TRANSIT	530	07/30/2024	104431	72.00	0.00	72.00
141583	SALONCENTRIC	530	07/30/2024	104432	76.28	0.00	76.28
16155	PUBLIC CONSULTING GROUP, INC	533	07/31/2024	104433	23,356.43	0.00	23,356.43
141785	ORS UAAL	94	07/02/2024	201705331	0.00	65,281.60	65,281.60
141105	HEALTH EQUITY	94	07/05/2024	201705332	0.00	1,020.08	1,020.08
20245	US TREASURY	94	07/05/2024	201705333	0.00	37,890.38	37,890.38
141103	ORS	94	07/12/2024	201705334	0.00	68,301.28	68,301.28
141105	HEALTH EQUITY	94	07/19/2024	201705335	0.00	1,020.08	1,020.08
141106	MICHIGAN DEPT OF TREASURY	94	07/19/2024	201705336	0.00	12,421.50	12,421.50
20245	US TREASURY	94	07/19/2024	201705337	0.00	36,091.14	36,091.14
20245	US TREASURY	96	07/26/2024	201705338	0.00	2,279.14	2,279.14
141103	ORS	94	07/26/2024	201705339	0.00	68,823.06	68,823.06
141785	ORS UAAL	94	07/30/2024	201705340	0.00	75,884.43	75,884.43
142167	BMO	529	07/08/2024	201705341	0.00	2,406.49	2,406.49
142166	JPMORGAN CHASE BANK NA	532	07/02/2024	201705342	0.00	3,273.83	3,273.83
142166	JPMORGAN CHASE BANK NA	534	07/31/2024	201705343	0.00	612.96	612.96
142166	JPMORGAN CHASE BANK NA	535	07/31/2024	201705344	0.00	1,399.28	1,399.28
Report Totals					<u>\$1,663,320.73</u>	<u>\$376,705.25</u>	<u>\$2,040,025.98</u>

C. Approve Revenue & Expenditure
Reports for July 2024

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Revenue and Expenditure Report
GENERAL FUND
7/31/2024

Revenue		JULY Activity	Open Encumberance	Year to Date	Adopted Budget
100	Revenue from Local Sources	9,917	-	9,917.00	1,052,060
300	Revenue from State Sources	-	-	-	6,372,568
400	Revenues from Federal Sources	-	-	-	1,178,856
500	LEAs	-	-	-	361,761
600	Fund Modifications (Transfers In)	-	-	-	-
Total Revenue		9,917	-	9,917	8,965,245

Expense		JULY Activity	Open Encumberance	Year to Date	Adopted Budget
125	Compensatory Education	-	-	-	3,641
211	Truancy	-	-	-	5,000
213	Behavioral Services	-	-	-	227,882
216	Social Work Services	15,549	5,388	15,549	898,519
221	Improvement of Instruction	32,526	11,918	32,526	844,369
226	Supervision of Instructional Staff	47,285	24,619	47,285	440,870
229	Other Instructional Staff Services	-	131	-	-
231	Board of Education	19,790	9,099	19,790	99,306
232	Executive Administration	-	-	-	496,277
252	Fiscal Services	7,951	-	7,951	279,184
259	Other Business Services	55,564	19,625	55,564	3,931
261	Operations Buildings Services	26,391	9,500	26,391	89,516
266	Security Services	1,915	146	1,915	2,000
283	Staff/Personnel Services	10,390	2,349	10,390	5,000
284	Information Management Services	1,120	-	1,120	311,210
285	Pupil Accounting	-	-	-	94,060
299	Other Support Services	84,059	2,100	84,059	2,500
331	Community Activities	9,901	3,382	9,901	248,446
351	Custody and Care of Children	120	3,858	120	530,041
411	Payments to LEAs GSRP	22,106	8,869	22,106	2,993,102
445	TRAILS GRANT SEC 31 P	48,193	17,836	48,193	625,000
456	Building Improvements Services	4,809	-	4,809	15,000
6XX	Fund Modifications (Transfers Out)	-	-	-	530,000
Total Expense		387,669	118,820	387,669	8,744,854

Revenues over Expenses

(377,752)

8/2/2024
11:15 AM

**Revenue and Expenditure Report
CAREER TECH FUND
7/31/2023**

Revenue		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
4000	PERKINS	-	-	-	154,477
3440	61 A	-	-	-	358,975
3550	61 B	-	-	-	354,100
3790	61 C	-	-	-	576,923
2530	61 I	-	-	-	94,207
0000	CTE	-	-	-	914,276
Total Revenue		-	-	-	2,452,958

Expense		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
4000	PERKINS	7,012	3,506	7,012	154,477
3440	61 A	4,303	18,263	4,303	358,975
3550	61 B	-	-	-	354,100
3790	61 C	5,000	12,044	5,000	576,923
2530	61 I	2,200	-	2,200	94,207
0000	CTE	38,919	14,855	38,919	914,108
Total Expense		57,434	48,669	57,434	2,452,789

Revenues over Expenses

(57,434)

8/2/2024
12:45 PM

**Revenue and Expenditure Report
SPECIAL EDUCATION FUND
7/31/2024**

Revenue		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
100	Revenue from Local Sources	76,149	-	76,149	3,828,604
300	Revenue from State Sources	-	-	-	3,252,273
400	Revenues from Federal Sources	-	-	-	3,060,437
500	Incoming Transfers and Other Transactions	-	-	-	722,284
600	Fund Modifications (Other Operating Transfers In)	-	-	-	-
Total Revenue		76,149	-	76,149	10,863,598

Expense		JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
122	Instruction	92,763	42,503	92,763	2,504,629
212	Early On	7,484	1,564	7,484	323,543
213	Health Services	12,757	5,469	12,757	789,017
214	Psychological Services	3,265	2,716	3,265	324,700
215	Speech Pathology and Audiology Services	10,847	2,753	10,847	1,032,942
216	Social Work Services	4,462	-	4,462	335,086
217	Visual Aid Services	-	-	-	15,000
218	Teacher Consultant-Special Education Programs	3,622	615	3,622	-
221	Improvement of Instruction	-	1,240	-	9,907
226	Supervision and Direction of Instructional Staff	50,981	25,002	50,981	530,981
231, 232, 252	Board of Education, Fiscal, Executive	21,287	4,296	21,287	146,570
241	Office of the Principal	17,107	6,861	17,107	210,088
249	Graduation Supplies and Materials	-	-	-	1,000
259	Other Business Services	6,458	307	6,458	13,058
261	Operations Buildings Services	43,568	4,262	43,568	293,746
271	Pupil Transportation Services	21,538	5,464	21,538	1,162,719
281	Planning, Research, Development, and Evaluation	14,356	5,235	14,356	160,803
284	Information Management Services	3,312	6,990	3,312	14,933
299	Staff Appreciation	-	118	-	500
371	Non-Public School Pupils	-	-	-	30,000
411	Payments to LEAs	-	-	-	2,667,060
441	Payments to Other Govern. Entities	-	888	-	48,600
456	Building Improvements Services	-	-	-	52,500
Total Expense		313,807	116,282	313,807	10,667,381

Revenues over Expenses

(237,658)

8/2/2024
10:51 AM

Revenue and Expenditure Report
ROOC FUND
7/31/2024

Revenue

	JULY Activity	Open Encumbrance	Year to Date	Adopted Budget
INTEREST	-	-	-	200
PRODUCTION	984	-	984	40,200
DONATIONS	-	-	-	10,600
GRANTS	-	-	-	-
SERVICES	24,871	-	24,871	983,500
STATE	-	-	-	70,923
Total Revenue	25,855	-	25,855	1,105,423

Expense

232	Program Administration	19,257	7,333	19,257	196,314
252	Fiscal Services	1,545	767	1,545	18,886
259	Other Business Services	2,972	-	2,972	3,643
261	Operations Buildings Services	20,919	2,308	20,919	90,520
271	Transportation	6,257	625	6,257	57,665
284	Technology	-	-	-	1,000
289	Consumers	3,136	1,328	3,136	74,010
290	Staff Retention	-	-	-	500
321	Summer Work Program	20,100	8,696	20,100	51,583
391	Direct Care Workers and Supervision	31,098	15,662	31,098	579,776
	Total Expense	105,283	36,719	105,283	1,073,896

Revenues over Expenses

(79,428)

8/2/2024
12:36 PM

D. Renew contracts for the 2024-25
school year:
-Karen Walton Ebnit for Speech
Therapy Services
-Jennifer Fritton, Orientation &
Mobility Services
-James Huiskens, School
Psychological Services, LLC
-Rebecca Wright, Vision Consulting,
LLC

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CONTRACT

COOR Intermediate School District and School Psychological Services PLLC

- COOR Intermediate School District (referred to as COOR ISD within this contract) and School Psychological Services PLLC (referred to as SPS PLLC within this contract) agree to the following terms on an as-needed basis throughout the course of the 2024-2025 COOR ISD Fiscal Year.
- SPS PLLC will provide the following school psychological services as assigned by COOR ISD or COOR LEAs.
 - Initial psychoeducational evaluations
 - Three year re evaluations
 - Services as requested by the COOR ISD and/or LEA Special Education Director
- COOR ISD and SPS PLLC further agree to a fee structure of \$475.00 per case for initial psychoeducational assessment, three-year re-evaluations, and any re-evaluation to include administration of intelligence testing, norm referenced achievement testing and, when necessary, adaptive behavior. An hourly rate of \$80.00 estimated to the nearest 15 minutes will be charged for all other services as requested by the Special Education Director. Meetings will be charged at a one hour minimum. Meetings beyond one hour will be rounded to the next hour for purposes of billing. Invoices will be submitted to the district by the last day of the month services are rendered.
- The above fee structure includes all clerical services and materials necessary for the preparation of a written report/narrative which will be added to EdPlan within one (1) week of the conclusion of the evaluation.
- Responsibility for fringe benefits, travel expenses, assessment materials and office supplies remain with SPS PLLC and not with COOR ISD. SPS PLLC will also be responsible for securing and activating liability insurance to complete school psychological services.
- COOR ISD will hold SPS PLLC harmless and will indemnify SPS PLLC against any breach of confidentiality by COOR ISD agents or employees in reference to reports, data, files or other material provided to COOR ISD by SPS PLLC and will further hold harmless SPS PLLC from any claims, demands or other eligibility that may occur because of acts of COOR ISD agents or employees.
- SPS PLLC expressly warrants that it will use its best efforts to perform the services stated above in a timely fashion and in accordance with established timelines.
- Either party may terminate this agreement with or without cause upon two (2) weeks advance written notice to the other party.
- COOR ISD understands and agrees that SPS PLLC may perform similar services for third parties and other school districts.



Authorized Signature, Board of Education
COOR ISD

6/24/24
Date



James Huiskens, School Psychologist/Owner
School Psychological Services PLLC

6-25-24
Date



Agreement between

***C.O.O.R. INTERMEDIATE SCHOOL DISTRICT
and
Karen Walton Ebnit***

July 1, 2024-June 30, 2025

This agreement is made by and between the C.O.O.R. Intermediate School District (hereinafter called the Board) and Karen Walton Ebnit (hereinafter called the Contractor/Speech Therapist) and supersedes any previous agreements between the parties hereto.

The Board and the Contractor agree to create a formal cooperative working relationship in order to provide Speech and Language Services during the board approved school year as well as additional service time required to meet the needs of those students requiring ESY and EO mandates. The Contractor agrees to provide the following:

Provide speech and language services to students, teachers, administrators and parents. These services may include individual, classroom, and individual therapeutic or systemic consultation. This position is considered at risk for exposure to Hepatitis B and the Speech Therapist may come in contact with hazardous chemicals.

ESSENTIAL JOB FUNCTIONS

1. Follow all established policies, practices, and procedures in terms of duties and responsibilities of the position as delegated by the Superintendent and/or administrators.
2. Participate as a member of the I.E.P.T. (Individualized Evaluation Planning Team) when appointed by the Superintendent/ Designee.
3. Chair IEP meetings for purposes of determining eligibility and reviewing program placement for students suspected of being speech and language impaired.
4. Participate as a member of a MET (Multidisciplinary Evaluation Team) when appointed by the Superintendent/Designee and serve as team coordinator in appropriate situations.
5. Provide ongoing educational assessment (after program eligibility has been established).
6. Develop educational activities and provide direct instruction to students.
7. Develop and update performance objectives in writing and in specific and measurable terms for each student on caseload. All performance objectives are to be based on instructional goals as specified by IEP and updated with progress reports every nine (9) weeks, or as often as general education report cards.

8. Will establish and maintain open communications with all parents, staff, administrators and outside agencies involved with the students.
9. Provide individual or group instruction to students with disabilities to enhance the child's educational progress based on the IEP report.
10. Work with classroom teachers to implement sequenced curricular activities that contribute to the development of positive communication attitudes and skills involving listening, cognition, and expression within social, education and cultural contexts.
11. Maintain a schedule within the assigned service area. Deviations from schedule are subject to prior notification of administration.
12. Maintain accurate records in a manner consistent with State and Federal Law as required by the intermediate school district and local educational agency, including monthly caseload reports.
13. Maintain a cooperative, harmonious relationship with professionals and others within the school setting which fosters recognition and respect for every individual.
14. Perform such tasks as the building principal/administrator may request in order to promote cooperative teamwork.
15. Follow school building rules and procedures outlined by the building principal.
16. Contractor will follow all building health and safety rules, policies and procedures.
17. Perform duties according to COOR safety and health policies.
18. Keep the work area in a neat and organized manner, as well as the surrounding area clean and orderly to maintain health and safety according to COOR policies.
19. Participate in school improvement activities such as student success teams, positive behavior support committees, etc.
20. Physically capable of performing personal safety techniques, lifting and positioning students.
21. Knowledge of common safety hazards and necessary safety precautions in order to establish a safe work environment. Ability to use the principles of safety, and to perform skills protecting the health and safety of self, students and staff.
22. This position is considered "at risk" for exposure to blood-borne pathogens. An awareness of potential risk and good practice in relation to "infection control" is necessary.

CRITICAL SKILLS / EXPERTISE / QUALIFICATIONS:

1. Currently certified, or eligible by the date of the contract for temporary certification, by the State of Michigan, Department of Education, Office of Professional Preparation and Certification Services as a teacher of students with speech and language impairment; **OR** possess a Master's Degree and the Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association (ASHA).
2. Ability to use a computer and assistive technology devices as necessary to complete job function.

REPORTS TO: Director of Special Education and/or building Principal

HOURS/WAGES:

The Board agrees to contract with Karen Walton-Ebnit for up to 3 days a week and up to 22.5 hours per week during the course of the regular school year at a rate of \$70.00 per hour for a period not to exceed 163 days (7.5 hours) with the total amount not to exceed \$60,000.00. Extended calendar year commitments in 2024 for ESY and EO evaluations, limited home visits and training up to 54 hours with the total amount not to exceed \$4,000.00. The number of hours and schedule of hours shall be agreed to by the Director of Special Education. If additional duties or requirements are added throughout the school year to meet compliance indicators or at administrative behest beyond what has been agreed upon by the Director of Special Education and SLP Contractor, agreement shall be mutual and in accordance with the remuneration of both parties.

The contractor will submit a monthly invoice detailing the number of days and hours worked each day as well as a log of professional activities to the Director of Special Education.

Mileage, if applicable, will be paid at the rate approved by the Internal Revenue Service for mileage incurred while traveling between the C.O.O.R. Intermediate School District Offices and/or the district school buildings when multiple locations are required during the same day. Mileage, if applicable, shall be included on the Contractor's monthly invoice that is submitted to the Director of Special Education.

The contractor will not receive any benefits not listed in this agreement.

MISCELLANEOUS

Karen Walton Ebnit will provide COOR ISD with a current copy of her liability policy.

Either party may terminate this agreement with written notification 30 (thirty) days prior to termination.

● Karen Walton Ebnit, CCC-SLP	Date
-------------------------------	------

Karen Walton Ebnit. 06/21/2024

Shawn Petri/Superintendent	Date
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Contract for Orientation and Mobility Services

THIS AGREEMENT is made on _____ (date) by and between NW Michigan Orientation and Mobility Services, LLC, hereinafter referred to as "Contractor" and C.O.O.R. Intermediate School District, 11051 N. Cut Road, Roscommon, MI 48653, hereinafter referred to as "District".

It is mutually agreed between Contractor and District as follows:

1. Duration and Termination

This Agreement shall continue in effect until _____ (date), commencing on _____ (date), subject to termination by either party on ten (10) days prior written notice.

Additional provisions, clarifications, or declarations:

2. Performance

Contractor agrees to perform services as an independent contractor, following applicable professional practices as recognized by the Academy for Certification of Vision Rehabilitation & Education Professionals (ACVREP). Contractor's duties include evaluating the need for Orientation and Mobility (O&M) Related Services (as defined in federal regulations), providing recommendations about the needed O&M Related Services, attending IEP and evaluation meetings, providing all services necessary to meet O&M goals in the IEP, transporting students to and from service and teaching locations, consulting with District staff, administrators, and parents, providing all necessary progress reports, and any other activities necessary to meet the O&M needs of the student. Contractor will review evaluation reports, IEPs, and other relevant documentation prior to commencing therapy. Contractor carries professional liability insurance and will maintain a chauffeur's license. District agrees to provide a copy of all relevant evaluations and IEPs upon retaining the services of the Contractor and prior to the commencement of services.

3. Time for Performance

Services under this contract will be provided during normal school days and hours, or different if specifically stated herein or in the student's IEP, provided that District will give a minimum of 10 days notice of its intention to use Contractor's services outside of these hours. This notice requirement may be waived at the sole discretion of Contractor.

4. Payment and Billable Activities

The billable rate of pay will be \$70.00 per hour. All duties listed above in "Section 2 Performance" shall be billable hours. Contractor agrees to bill, and District agrees to pay for all reasonable and appropriate services. No more than 15 minutes of preparation, consultation, and progress monitoring time will be billable for every face-to-face teaching session. Up to 30 minutes of preparation, consultation, and progress monitoring time will be billable prior to an IEP meeting, and at the end of every quarter, trimester, and/or summer school session during which a student received services. Contractor will be reimbursed for mileage expenses from student portal to portal at the federal mileage reimbursement rate in effect at the time of travel. Contractor will also be reimbursed at the billable rate for portal to portal travel time. Contractor will make reasonable efforts to minimize travel times and distances.

Cancellations: if a student had been scheduled, but is unavailable during the scheduled session, payment remains due at the billable rate, with the exclusion of district snow days. A reasonable effort will be made to utilize the time for case management or other follow-up duties. If Contractor is not available for the session, reasonable efforts to notify the District and reschedule the session will be made. All additional therapy expenses incurred (public transportation with a student, maps, other individual use items) will be reimbursed with prior approval when possible and when invoiced with a receipt.

Payments will be due within 30 calendar days of the postmarked date of the invoice. Any payments for fees or costs not received by Contractor within 30 calendar days of the postmarked date will be deemed late and shall be subject to a 1.5% per month (18% annual) late charge, beginning on the due date. District agrees to be responsible for Contractor's costs in collecting late payments, including reasonable attorney's fees. Payment shall be made to NW Michigan Orientation and Mobility Services, LLC.

5. Assignment

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

6. Integration

This agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this contract are nonbonding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement.

7. Governing Law

This Agreement shall be governed by the laws of the State of Michigan.

By _____	By _____
DISTRICT Representative	Jennifer Fritton, MA, COMS
Title _____	Title Certified Orientation and Mobility Specialist
Date _____	Date 7/30/2024 _____

Agreement between

COOR ISD

and

Vision Consulting, LLC

August 15, 2024 - June 30, 2025

This agreement is made by and between COOR ISD (Hereinafter called the Contractor) and Vision Consulting, LLC (Hereinafter called the Subcontractor) and supersedes any previous agreements between the parties hereto.

The Contractor having a physical address of 11051 N Cut Road, Roscommon, MI 49653 and Subcontractor of 8961 River Road, Manistee, MI 49660.

The Contractor and Subcontractor agree to create a formal cooperative working relationship in order to deliver Teacher Consultant for the Visually Impaired services for the 2024 - 2025 school year.

Subcontractor agrees to provide the following as an independent contractor:

Provide vision services to students, teachers and parents and/or guardians. These services may include individual, individual therapeutic or consultations as per the IEP/IFSP.

CONTRACTOR TO PROVIDE:

1. Access for each student's IEP/IFSP through EdPlan.
2. Access to EdPlan Wizard application for MedBill notations and Progress Reports.
3. Access to school buildings for designated students.
4. Designated contact staff information for services.
5. COOR ISD email address.
6. Contact regarding snow days, half days due to incremental weather no later than 6:00 a.m. of such days.

SUBCONTRACTOR ESSENTIAL JOB FUNCTIONS:

1. Direct/consultative services will be provided during designated days/hours of 8:00 am to 3:30 pm.
2. Maintain MedBill, non-billable summary.
3. Ability to work remotely including online meetings (ZOOM/Google Meet enabled).
4. Follow established policies, practices and procedures in terms of duty and responsibilities of the position by the Assistant Superintendent and/or administrators.
5. Provide direct and/or consultative instruction to students, teachers and/or EO staff based upon the student's IEP/IFSP.
6. Maintain open communication with administrators, staff and parents/guardians.
7. Maintain accurate records in a manner consistent with State and Federal Law as required by the Contractor.

8. Maintain a cooperative, harmonious relationship with professionals and others within the school and home setting which fosters recognition and respect for every individual.
9. Follow school building rules, policies and procedures outlined by the building principal.
10. Follow all health and safety rules, policies and procedures.
11. The position is considered at risk for exposure to Hepatitis B and may come in contact with hazardous chemicals.
12. Perform duties according to the Contractor's safety rules, policies and procedures.
13. Knowledge of common safety hazards and necessary safety precautions for self and others in order to sufficiently establish a safe work environment, and to use principles of safety and to perform skills protecting the health and safety of self, students, and others.
14. Ability to use principles controlling exposure to blood borne pathogens.

SUBCONTRACTOR CRITICAL SKILLS/EXPERTISE/QUALIFICATIONS:

1. Certified by the State of Michigan Department of Education Office of Preparation and Certification Services as a Teacher Consultant for the Visually Impaired.
2. Maintains a current LLC license through the State of Michigan
3. Maintains a current liability policy.

REPORTS TO: Director of Special Education

CONTRACT PAY:

The Contractor agrees to contract with Subcontractor for a maximum of 20 days or 150 hours at an hourly billable rate of \$80.00 during the 2024 - 2025 school year. The total amount of the contract is not to exceed \$12,000. This rate is inclusive of driving time from point A (home) to schools and driving back to point A.

Students who are absent or otherwise unavailable with the exception of snow days are payable at the regular hourly rate plus mileage.

Mileage will be paid at the rate approved by the Internal Revenue Service for mileage incurred starting at point A to schools with returning to point A. Current IRS approved rate is .67 (01/01/2024) per mile. Mileage shall be submitted to the Director of Special Education.

Subcontractor is responsible for all taxes, retirement, insurance, etc. Contractor will mail a 1099 to Subcontractor no later than January of each representative year for IRS purposes.

Any payments for fees or costs not received by Subcontractor within 30 calendar days of the postmarked date will be deemed late and shall be subject to a 1.5% per month (18% annual) late charge, beginning on the due date. Contractor agrees to be responsible for Subcontractor's costs in collecting late payments, including reasonable attorney's fees.

Cancellation:

Either party may terminate this agreement by submitting a written notice of 30 days.

Assignment

This contract may not be assigned or transferred by either party without the prior written consent of the other party.

Governing Law:

This Agreement shall be governed by the laws of the State of Michigan.

By Melisa Akers
COOR ISD (Contractor)

Title Director of Special Education
DISTRICT Representative

Date:

AND

By Rebecca Wright
Rebecca Wright/Teacher Consultant for the Visually Impaired

Subcontractor: Vision Consulting, LLC

Date: 04.22.2024

E. Approve Alternative Educational Academy of Ogemaw County Board Positions:

AEAO Board Member Approvals for July 1, 2024 through June 30, 2027:

Mike Ehinger and Trisha Ziegler;

2024-25 AEAO Board Officers:

Mark Berdan, President; Trisha Ziegler, Vice President; Lisa Bolen, Secretary.

9. **Action Items**

A. Approve expenses for the following work:

32

-Kingscott - Structural Study of C.O.O.R. ISD Admin building for \$9,800

-Spicer Group - Research, boundary survey, location verification, and drafting for the Condo agreement at the CATIC for \$17,500

-Spicer Group - Boundray, Topographic, and Utility survey at the CEC for \$11,500



- Spices \$11,500 for Topo work CEC (Now)
- Spices \$17,500 Condo CTE (Board) Aug 14th
- Structural ^{study} \$9,800 (Board (Aug 14th))

COOR ISD

Finish Concepts

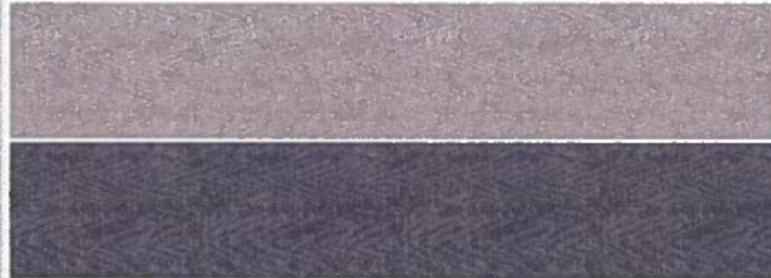
July 18, 2024

1 | MATERIALS

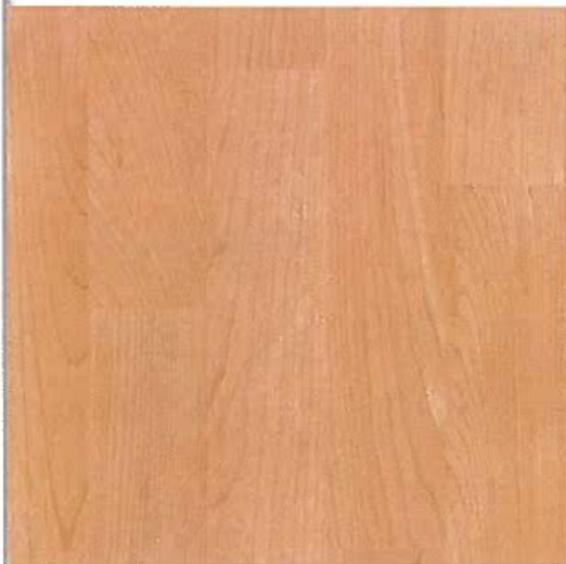
Muted & Calm

THERE IS A BENEFIT TO CREATING A SCHOOL ENVIRONMENT WHICH IS SIMILAR TO THE PLACE WHERE THEY ARE THE MOST COMFORTABLE: HOME.

LVT: Flexco- Woven Vinyl



Taraflex: Multi-Use 6.2



Flooring

Color Palette

SW 9166
Drift of Mist

SW 9051
Aquaverde

SW 6240
Windy Blue

SW 6435
Gratifying
Green

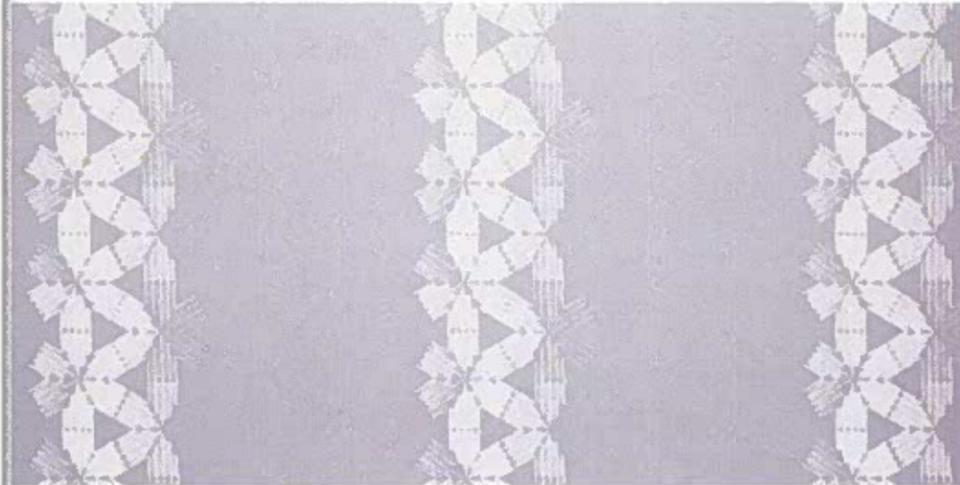


1 | MATERIALS

Muted & Calm

Murals:

Walls



Acoustics

Solberg- Respiro

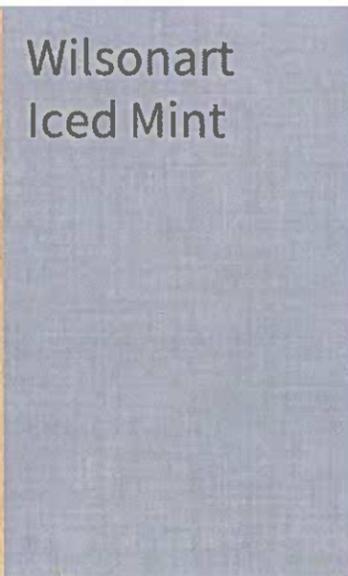
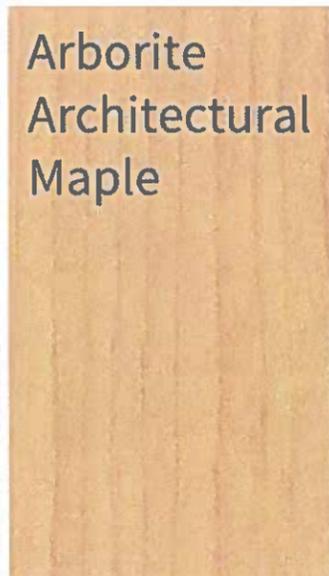


Casework

Cabinets:

Arborite
Architectural
Maple

Wilsonart
Iced Mint



Counter Tops:

Wilsonart
Powder White

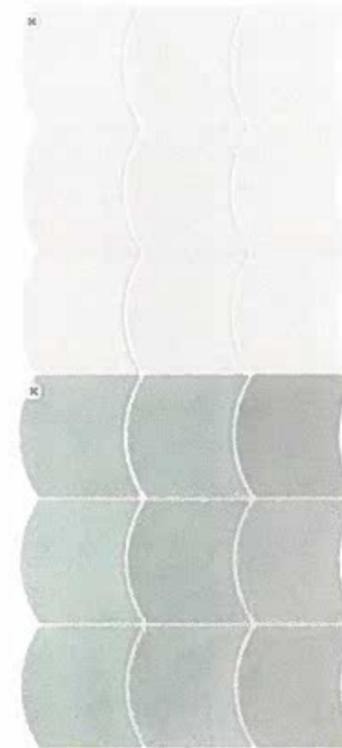


Sensory



Restroom Tile

Surface Platforms
Bandero



1| Woven LVT

Installation Photo



Flexco:
Crosswire
Baltic Wave
251
9.84" x 39.37"



Flexco:
Crosswire
Greige
254
9.84" x 39.37"



Existing **VCT**, VAT, quartz tile, solid vinyl tile, non-cushioned sheet goods, and/or asphaltic materials and existing adhesives or adhesive residue must have a compatible cementitious patch or cementitious self-leveling underlayment installed over the substrate (existing flooring) prior to installation.

1 | TARAFLEX

Installation Photo

Taraflex: Multi-Use 6.2
Maple Sun



2| MATERIALS

Urban Retreat



Color Palette

SW 7029 Agreeable Gray	SW 6971 Morning Glory	SW 6718 Overt Green
SW 7069 Iron Ore	SW 6792 Minor Blue	SW 7006 Extra White
		Designer Color Collection



Kinetex: Put A Cork In It
Caisson 2194



HVT:

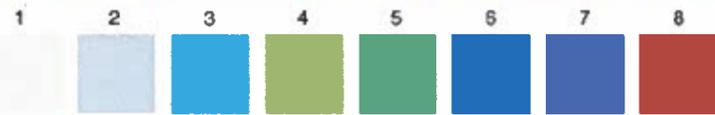
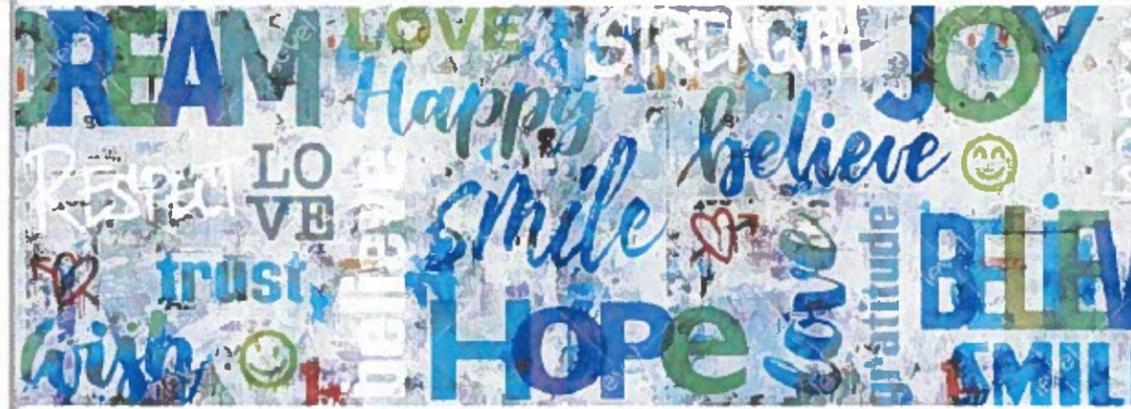
	
2007 - Cotton	2031 - Spring
	
2074 - Mineral	2035 - Twilight

Flooring

2 | MATERIALS

Urban Retreat

Walls



Good Vibes-
Seabreeze

Ceilings



Acoustics: Soelburg Chiuso



BLUEBERRY

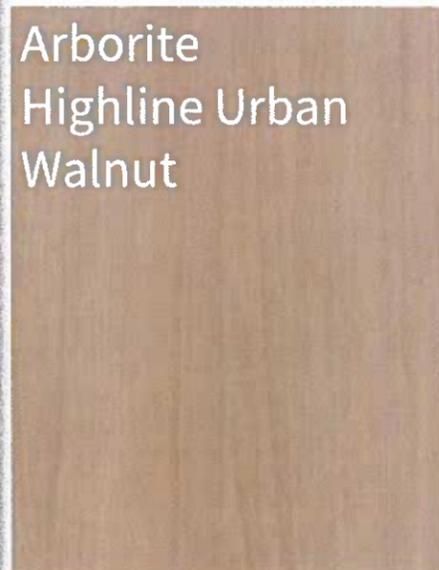


JUNIPER

Casework

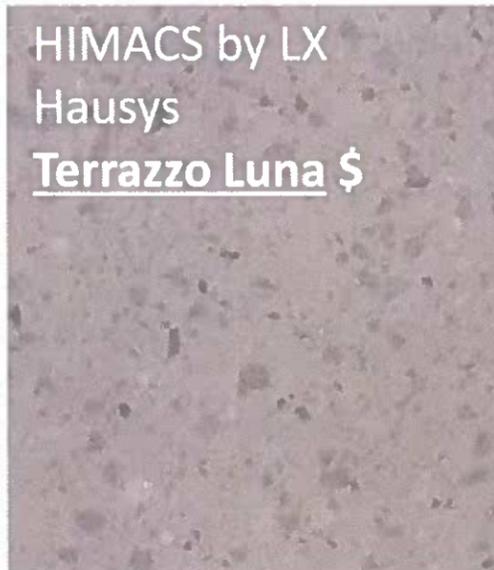
Cabinets:

Arborite
Highline Urban
Walnut



Counter Tops:

HIMACS by LX
Hausys
Terrazzo Luna \$



Durat
M027-4 - Dark Blue
w/multi \$\$

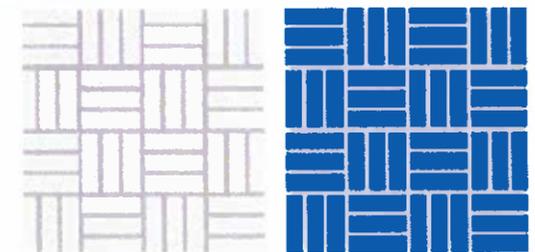


Restroom Tile

Wall Tile:
Annapolis Remix
6X18



Floor Tile:
Color Wheel
1x3



Matte Arctic White
0790



Sea Breeze 1174

2|HVT

Installation Photo

HVT:

Toli- Fasol Plus



2038 - Silver



2031 - Spring



2041 - Gunmetal



2035 - Twilight



2|Kinetex

Installation Photo



Put A Cork In It
Caisson 2194



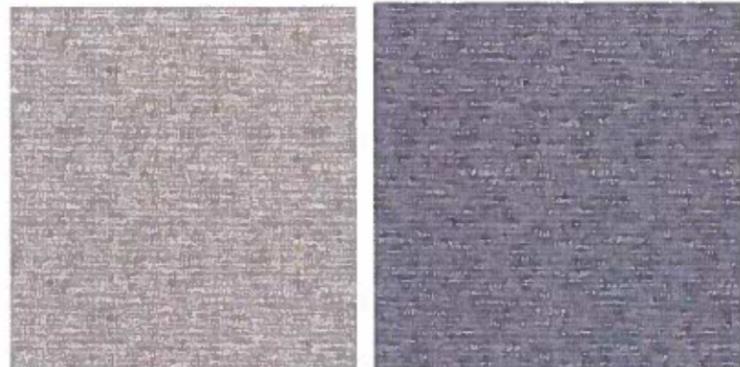
3 | MATERIALS

Natural Patterns



SW 7004 Snowbound	SW 9057 Aquitaine	SW 6375 Honeycomb	SW 6444 Lounge Green
SW 7015 Repose Gray	SW 9054 Little Boy Blu	SW 6366 Ambitious Amber	SW 6442 Supreme Green

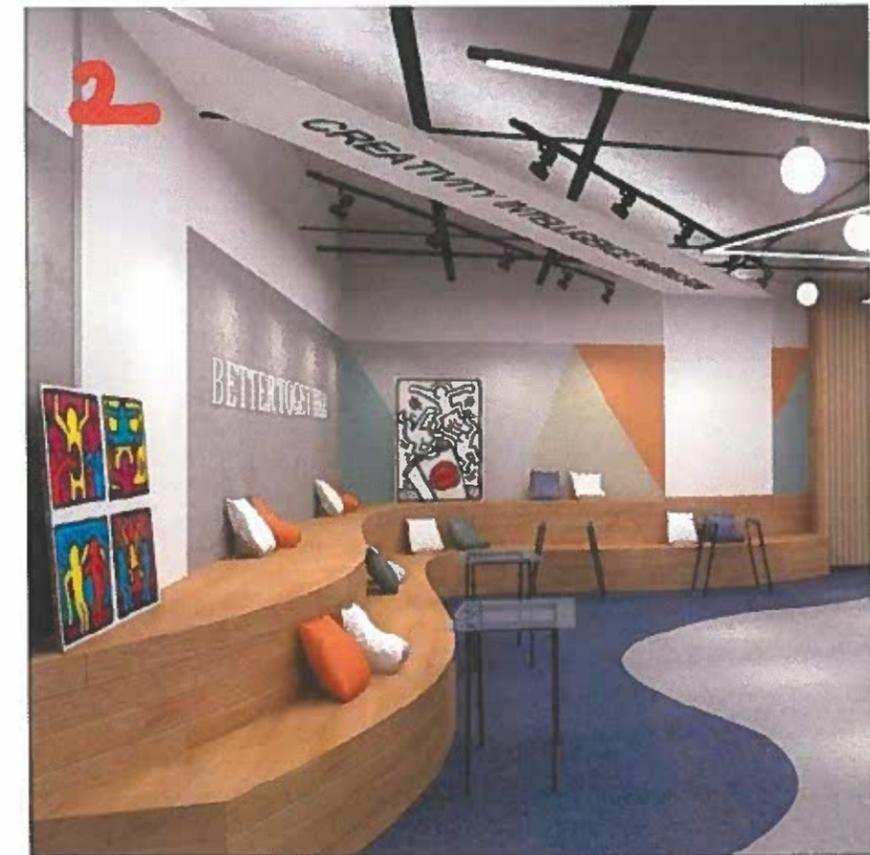
FORBO: Flotex Ensure (9.84 x 39.37)



FORBO: Marmoleum



Flooring



3 | MATERIALS

Natural Patterns

Walls

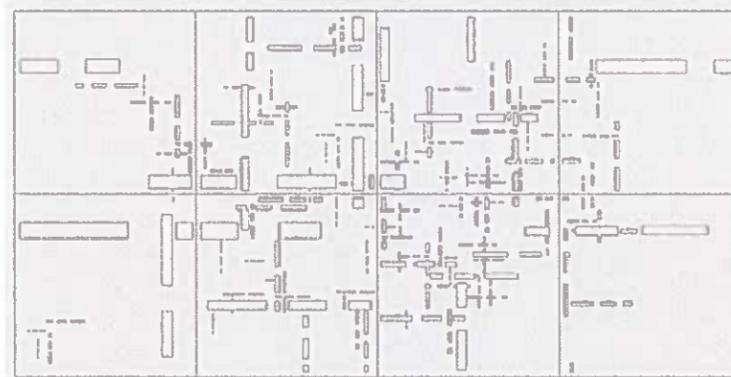


Ceilings

Fact
Calm-Branches



F:05 Warm Gray



Casework

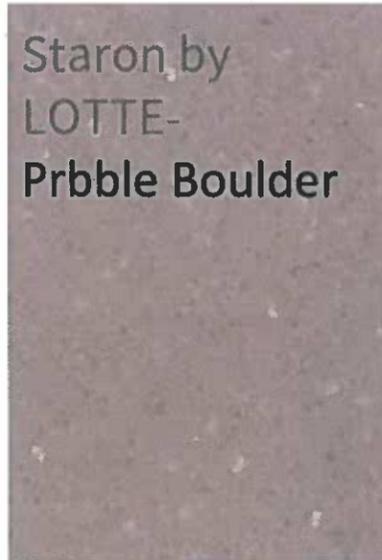
Cabinets:

Laminate:
Arborite-
Weathered
Arcadian
Oak



Counter Tops:

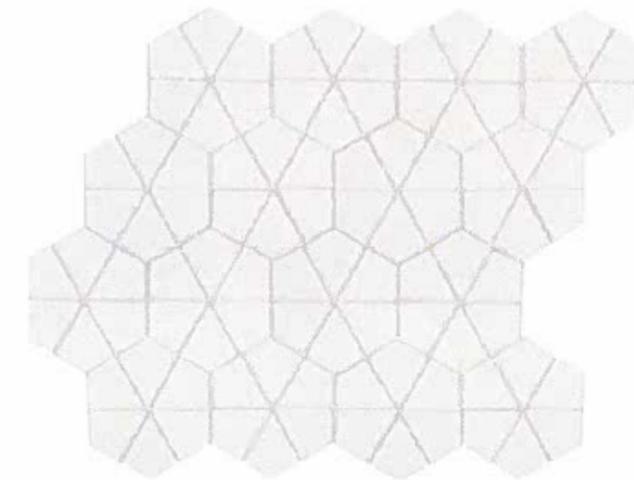
Staron by
LOTTE-
Prbble Boulder



Restroom Tile



Daltile
Sagecraft
Arctic white
8 1/2" x 10"
With Colored Grout



3|FLOTEX

Installation Photo

FORBO: Flotex Ensure (9.84 x 39.37)



065052 | Quartz



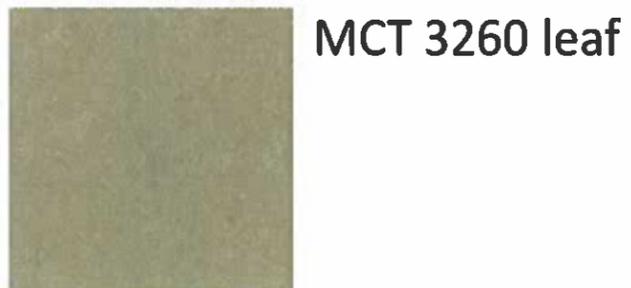
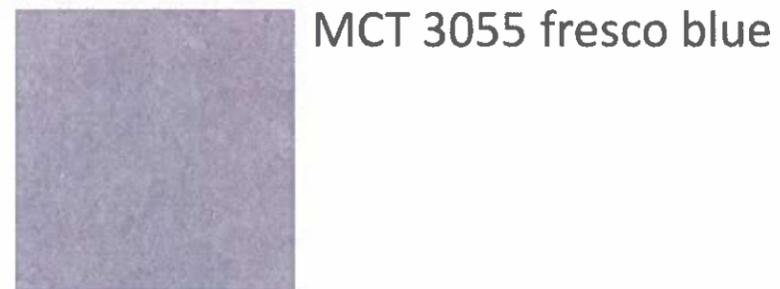
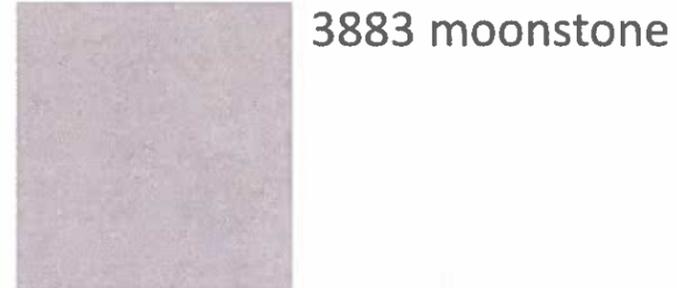
065057 | Cobalt



3 | MARMOLEUM

Installation Photo

FORBO: Marmoleum



**CREATING
PLACES
YOU'LL LOVE**

July 17, 2024

Kingscott
Attn. Bill Carpenter
801 Broadway Ave. NW
Suite 306
Grand Rapids, MI 49504
bcapenter@kingscott.com
248-202-1390

RE: Condominium exhibit B drawings- &
Boundary, Topo & Utility survey of the COOR CEC property
Letter Agreement for Professional Services

Bill:

We are submitting a letter agreement for professional surveying services to complete the work associated with completing exhibit "B" drawings to accompany the master deed of a Condo as well as completing a Boundary, Topo & Utility survey (BTU) of the COOR CEC site. It is our understanding that both of these sites are located in Roscommon, Roscommon County, Michigan (hereinafter called the "project"). We request that you make available all pertinent existing data and details on the proposed project and to furnish us with full information as to your requirements including any special or extraordinary considerations for the project or special services needed.

Exhibit B drawings and related field work

A.) Research & Setup:

- Research tax description.
- Review provided title work for legal description and any easements that affect the parcel.
- Review and prepare project for field crews.
- Request a MISS Dig design ticket of the proposed condominium area to obtain utility maps for that area.

B.) Boundary Survey:

- Tie into the necessary plat or section corners to compute the overall boundary of the parcel.
- Stake out to the computed locations and verify existing monumentation or set temporary positions.
- Replace the existing monumentation or temporary corner with concrete monuments at the corners of the proposed condominium.
- Raise the corner locations with 4-foot wood stakes.

C.) Building location:

- Locate the exterior corners of the building in the proposed condominium.
- Locate the interior walls of the building within the area of the proposed condominium.
- Locate the necessary utilities as visible by the field crew.

E.) Expected results:

- We expect that all conventional topographic mapping data will achieve vertical accuracies better than 0.05'.

F.) Drafting:

- Review and place utility information servicing the project site on the survey drawing.
- Prepare a CAD drawing showing the topographic survey information, including contours at 1-foot intervals
- We will provide paper and pdf copies of the final CAD file.
- The Cad file will also be available for the design team to utilize.

The fee for our professional surveying services will be a lump sum in the amount of \$11,500.

Additional services related to this project will be furnished by us after you authorize the work. Our fee for those additional services will be determined at the time they are rendered.

We will submit monthly invoices to you for basic and additional services furnished and for any reimbursable expenses. The fee is a lump sum so the invoices will be based on our estimate of the proportion of total services actually completed at the time of billing.

Attached to this letter is a copy of our general conditions to our basic and additional services which are hereby incorporated into and made part of this letter agreement by reference. Any changes to the agreement in this letter must be agreed to in writing by both parties.

If you approve of this proposal, please acknowledge your approval by signing the enclosed copy in the space provided and return it to our office.

We deeply appreciate your confidence in our firm, and we are looking forward to working with you on this project.

Sincerely,



Patrick G. Bentley P.S.
Project Surveyor
SPICER GROUP, INC
302 River Street
Manistee, MI 49660
Phone: (231) 794-5620
Mail to: patrickb@spicergroup.com

Above Estimate Accepted by Owner

OWNER (or assign)

Signed: _____
Authorized Signature

Date: _____

B. Approve updated board policies as presented by Thrun Law Firm and with options recommended by the Policy Committee (changes in series 2000 through 5000 linked)

C. Approve registration expenses for any interested board members and the superintendent to attend MASB's 2024 Annual Leadership Conference at the Lansing Center on October 24-27, 2024. Early Bird registration expires Aug 30th. This year's theme is "The Power of Perspective." (see link)

D. Approve contracts for the COOR-wide Professional Learning event on November 1, 2024: Artificial Intelligence in Education keynote and trainings by Michigan Virtual staff for \$3,407.70 and "Getting More From Your Instruction/ Meetings that Motivate" by Cindy Hunt, CMH Educational Consulting LLC for \$2,600.

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AI in Education - C.O.O.R. Intermediate School District

Coor Intermediate School Dst

11051 North Cut Road
Roscommon, MI 48653
United States

Katie Fuelling

fuellingk@coorisd.net
(989) 275- 6884

Reference: 20240711-125522927

Quote created: July 11, 2024

Quote expires: October 9, 2024

Quote created by: Thomas Soria
School Partnership Representative
tsoria@mivu.org
517.449.2112

Comments from Thomas Soria

Michigan Virtual is excited to deliver professional development training on AI in education with C.O.O.R. Intermediate School District to approximately 600 staff, including teachers and support staff, at Grayling High School. A team of four (4) from Michigan Virtual will conduct this training on November 1st, 2024, from 9:45 am - 11:45 am.

Michigan Virtual will:

- Deliver an in-person keynote address followed by four concurrent one-hour breakout sessions emphasizing the importance of learning AI in K-12 education.
- Bring 4 professional development specialists to deliver the training.
- Ensure high-quality instruction and engaging content during the keynote and sessions.
- Provide digital documents for educators to review and learn from following the in-person learning sessions.

C.O.O.R. ISD will:

- Identify a point of contact who will work with the Michigan Virtual Professional development team.
- Consent to mutually agreed-upon topics, start time, and locations for the training sessions.
- Undertake the responsibility of settling all invoices within 30 days of receipt.

Products & Services

Item & Description	Quantity	Unit Price	Total
<p>Session Preparation & Planning (hours)</p> <p>Dedicated planning time for the Michigan Virtual team to prepare custom training session(s) for teachers and administrators.</p>	4	\$200.00	\$800.00
<p>Facilitated Professional Learning (hours)</p> <p>Michigan Virtual will provide 4 facilitators to conduct AI training on November 1st, 2024, from 9:45 am - 11:45 am.</p> <p>- Opening Keynote (45 minutes) 9:45 am - 10:30 am. * AI: What and Why? (Keynote)</p> <p>- Four concurrent Break-out sessions (1 hour) 10:45 am - 11:45 am * Session titles to be determined.</p> <p>Duration: 2 hours</p> <p>- Provide Michigan Virtual facilitators, 30 minutes for set up and tear down in addition to time for presenting.</p>	10	\$200.00	\$2,000.00
<p>Facilitation wrap-up (hours)</p> <p>Post-facilitation wrap-up for Michigan Virtual Professional Development coaches. This may include post-session surveys and digital document sharing.</p>	2	\$200.00	\$400.00
<p>Travel for an in-person presentation (miles)</p> <p>Traveling to deliver in-person training from the Michigan Virtual office at the 2024 IRS rate of \$0.67 per mile.</p>	310	\$0.67	\$207.70
One-time subtotal			\$3,407.70
Total			\$3,407.70

Purchase terms

This is a quotation for the goods/services named above. General terms and conditions of purchase can be found at <https://michiganvirtual.org/policies/purchasing-terms-conditions-pls/>

By signing this quote, the school/district explicitly agrees to these Terms and Conditions resulting in a legally binding agreement.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Katie Fuelling

fuellingk@coorisd.net

[sig|req|signer1]

Questions? Contact me



Thomas Soria

School Partnership Representative

tsoria@mivu.org

517.449.2112

Michigan Virtual
920 Municipal Way
Lansing, MI 48917
US

COOR ISD

RSDD Topics Inclusive Classrooms & Inclusive Leadership

- 1 hr session- Instructional Staff
- 1 hr session- Administrators

Facilitation Date: 11/1/24

Time: TBD

Participants: Regional Staff- COOR ISD

Trainer/Presenter: Cindy Hunt, MA Instruction and Curriculum, Nationally Certified PCM/PEM Trainer

Client Responsibility: Meeting room, microphone/sound system, projector and screen, tech platform, food

Fees:

Workshop Title	Trainer Fee	Material Fee
Getting More From Your Instruction Meetings that Motivate (Topics may change per ISD needs) Travel included	\$2600 (1-3 hours)	\$0 Printing responsibility of the ISD

***Pricing is valid for workshops scheduled by 08/30/24.** Tech platform provided by client. No refund on material fees once printed. Dates of workshops may be changed at no cost if necessary with 30 day notice.

Director of Instructional Services
 Katie Fuelling

Cindy Hunt

CMH Educational Consulting LLC
 Cindy Hunt
 7790 Bay Meadows Dr
 Harbor Springs, MI 49740
 231-881-0555
 cindyhuntpcm@gmail.com

Date

07.16.24

Date

E. Approve making MetLife Pet insurance available to employees

54

If they never leave your side,

they deserve to be insured.



Help protect your pet from costly vet bills

More than ever, pets play such a huge role in our lives. We want to do everything to keep them safe and healthy. Help make sure your furry family members are protected against unplanned vet expenses for covered accidents or illnesses with MetLife Pet Insurance.

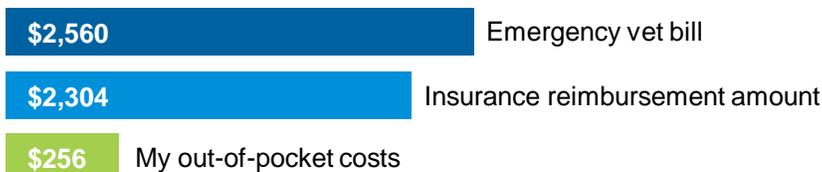
Visits to the vet can be unpredictable and expensive. According to the American Pet Products Association (APPA), pet parents spend over \$31.4 billion on vet care annually and 24% of pet parents have gone into credit card or personal loan debt as a result.

A small monthly payment can help you prepare for those unexpected vet expenses down the road.

How it works:

Hypothetical savings example when visiting a licensed veterinarian, specialist or emergency clinic in the U.S.

“ *Bella, a two-year-old mixed breed dog, needed emergency surgery after swallowing some small rocks. Bella pulled through, but not until incurring an emergency vet bill of \$2,560. Since I had MetLife Pet Insurance, I was reimbursed for 90% of the bill once the deductible was met. Thanks to my smart decision to enroll, I saved \$2,304 in out-of-pocket vet expenses.* ¹ ”



Why MetLife Pet Insurance?

- Flexible coverage with up to 90% reimbursement²
- Optional Preventive Care coverage³
- 24/7 access to Telehealth Concierge Services
- Discounts up to 30%⁴ and additional offers on pet care, where available
- Coverage of previously covered pre-existing conditions when switching providers
- MetLife Pet mobile app to submit and track claims and manage your pet's health and wellness



Know what your plan covers...

MetLife Pet Insurance helps cover the costs of vet visits, accidents, illness and more.



Get regular check-ups to help protect your pet



Be better prepared for unexpected accidents



Help cover the costs of unplanned illness

Your benefit in action

Take advantage of how simple it is to get – and use – MetLife Pet Insurance:



Select and enroll in the coverage that's right for you and your pet and download our mobile app.



Take your pet to the vet and pay the bill; manage your pet's health and wellness using the app.



Send the bill and your claim to us and receive reimbursement² by check or direct deposit if the claim expense is covered under the policy.

MetLife Pet Insurance can help take the worry out of covering the cost of unexpected pet care.

Product overview	Pet Insurance can help reimburse you for covered vet visits, accidents, illness and more. Plus, it can help keep your pet safe and healthy with preventive care like X-rays and ultrasounds.	
Why needed	<ul style="list-style-type: none"> • Pet parents are spending more than \$4,500 annually on pet care, according to a 2021 survey conducted by OnePoll and MetLife Pet Insurance • A small monthly payment can help plan for these expenses 	
Flexible coverage	Choose the plan that works for you and your pet. Options include: <ul style="list-style-type: none"> • Levels of coverage from \$500–unlimited⁵ • \$0–\$2,500 deductible options⁶ • Reimbursement percentages from 50%–90%² 	
What is Covered	<ul style="list-style-type: none"> • accidental injuries • illnesses • exam fees • surgeries 	<ul style="list-style-type: none"> • medications • ultrasounds • hospital stays • X-rays and diagnostic tests
Coverage also includes	<ul style="list-style-type: none"> • hip dysplasia • hereditary conditions • congenital conditions • chronic conditions 	<ul style="list-style-type: none"> • alternative therapies • holistic care • and much more
Additional value	<ul style="list-style-type: none"> • Take your pet to any licensed veterinarian, specialist or emergency clinic in the U.S. • If you're claim-free in a policy year, we'll automatically decrease your deductible by \$25 or \$50⁷ • Group discounts are available⁸ 	

Hypothetical savings example when visiting a licensed veterinarian, specialist or emergency clinic in the U.S.¹

Claim Details	Amount
Total vet bill (including exam, bloodwork, X-rays, and hospitalization)	\$1,278.00
Insurance reimbursement ⁴ percentage	90%
Out-of-pocket cost (including \$100 deductible)	\$227.80
Savings	\$1,050.20

Frequently Asked Questions

Q. What is Pet Insurance?

A. Similar to how other types of insurance work, such as health insurance for you and your family, pet insurance is coverage for dogs and cats that can help you be prepared for unexpected vet costs. With MetLife Pet Insurance, you may be able to receive reimbursement up to 90%² of covered veterinary care expenses.

Q. Can I still use my vet?

A. Yes, you can visit any licensed veterinarian or emergency clinic in the U.S., and you and your vet of choice can determine the best treatment plan and medical course of action for your pet.

Q. What does it not cover?

A. Previously covered pre-existing conditions may not be covered — to learn more about what's not covered, visit metlifepetinsurance.com/coverage-exclusions.

Q. When does coverage start?

A. MetLife Pet Insurance provides among the shortest wait periods for accident and illness coverage.⁹ Accident coverage and optional Preventive Care coverage begin on the effective date of your policy. Illness coverage begins 14 days later.

Q. How much will it cost?

A. Each pet's premium will be unique based on the age, breed, location, as well as what coverage amount you select.¹⁰ Group discounts are available,⁸ and if you go claim-free in a policy year, we'll automatically decrease your deductible by \$25 or \$50.⁷

Q. How does the MetLife Pet mobile app work?

A. With our MetLife pet mobile app, you can manage your Pet Insurance account from anywhere.

Plus, we make it easy to:

- Submit and track claims
- Manage your pet's health records
- Talk to an expert with 24/7 Telehealth Concierge Services
- Find nearby pet services

Q. How do I pay for my coverage?

A. You can set up an automatic payment via credit card through the online portal or call center. ACH - electronic bank-to-bank payment is available exclusively in our call center.

Have other questions?

Please call MetLife directly at 1-800-GET-MET8 1-800-438-6388 and speak with a licensed agent.

1. Illustrative purposes only.

2. Reimbursement options include: 70%, 80% and 90% and a 50% option for MetGen policies and a 65% option for IAIC policies only. Pet age restrictions may apply.

3. For IAIC policies, optional Preventive Care coverage is based on a Schedule of Benefits. For MetGen policies, optional Preventive Care coverage is included in the annual limit.

4. When using multiple discounts, discounts cannot exceed 30%. Each discount may not be available in all states. Please contact MetLife Pet for further details.

5. Annual limit options range from \$1,000 - \$25,000 in \$1,000 increments. There is also a \$500 annual limit option for MetGen policies. Unlimited benefit option subject to availability. Pet age restrictions may apply.

6. Deductible options range include: \$0 - \$750 in \$50 increments and \$1,000, \$1,250, \$1,500, \$2,000 and \$2,500.

7. Your pet's deductible automatically decreases by \$25 (IAIC policies) or \$50 (MetGen policies) each policy year that you don't receive a claim reimbursement. May not be available in all states.

8. Discount is not available in MN or TN. This discount is only available to individuals who are eligible members or employees of an entity that has arranged for MetLife Pet to offer pet insurance. (IAIC policies, the discount is 10% for Groups > 1000 lives and 5% for Groups 51-999 lives. MetGen policies, this discount is 10% for Employer Groups and 5% for Associations).

9. Accident and optional Preventive Care coverage begins on midnight EST of the effective day of your policy is compared to a wait time of 2 to 15 days for many competitors; Illness coverage begins 14 days from the effective day of your policy compared to 14 to 30 days for many competitors. Competitive information is based on a January 2023 review of publicly available summary information. Competitors did not furnish copies of their policies for review. If you have questions about a particular competitor's policy or coverage, please contact them or their representative directly.

10. For IAIC policies, premium is also based upon pet gender.

Coverage issued by Metropolitan General Insurance Company ("MetGen"), a Rhode Island insurance company, headquartered at 700 Quaker Lane, Warwick, RI 02886, and Independence American Insurance Company ("IAIC"), a Delaware insurance company, headquartered at 11333 N Scottsdale Rd, Ste 160, Scottsdale, AZ 85454. Coverage subject to restrictions, exclusions and limitations and application is subject to underwriting review. See policy or contact MetLife Pet Insurance Solutions LLC ("MetLife Pet") for complete details. MetLife Pet is the policy administrator. The entity may operate under an alternate, assumed, or fictitious name in certain jurisdictions, including MetLife Pet Insurance Services LLC (New York and Minnesota) and MetLife Pet Insurance Solutions Agency LLC (Illinois).



Pet Insurance by MetLife

Sample Monthly Rates

Date Issued: 5/1/2024

	\$7,000 Annual Benefit Limit, \$250 Annual Deductible, 70% Reimbursement	\$7,000 Annual Benefit Limit, \$250 Annual Deductible, 70% Reimbursement, Wellness
Zip code [488**]		
Dog: 2 year old Yorkshire Terrier	\$27.31	\$48.04
Dog: 5 year old Yorkshire Terrier	\$41.22	\$61.94
Dog: 10 year old Yorkshire Terrier	\$89.32	\$110.05
Dog: 2 year old Mixed Breed, Small	\$29.78	\$50.51
Dog: 5 year old Mixed Breed, Small	\$33.15	\$53.88
Dog: 10 year old Mixed Breed, Small	\$72.60	\$93.32
Dog: 2 year old Australian Shepherd	\$27.26	\$47.98
Dog: 5 year old Australian Shepherd	\$30.67	\$51.39
Dog: 10 year old Australian Shepherd	\$65.60	\$86.33
Dog: 2 year old Mixed Breed, Large	\$38.61	\$59.34
Dog: 5 year old Mixed Breed, Large	\$41.13	\$61.85
Dog: 10 year old Mixed Breed, Large	\$100.76	\$121.49
Cat: 2 year old Domestic Shorthair	\$18.86	\$26.64
Cat: 5 year old Domestic Shorthair	\$20.61	\$28.40
Cat: 10 year old Domestic Shorthair	\$34.02	\$41.80

*10% group discount applied; installation and enrollment fees are included and disclosed in final price presented †

Enrollment fee not applied in Michigan

to policyholder during enrollment. Some state variations may apply.

F. Approve new 60 month Xerox lease
for a copier at the COOR Advanced
Technical Innovation Center (CTE
office)

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Lease Agreement

Customer: COOR INTERMEDIATE SCHOOL DISTRICT

Bill To: COOR INTERMEDIATE SCHOOL DST
 11051 N CUT RD
 ROSCOMMON MI 48653-9332

Install: COOR CTE OFFICE
 299 H W S JINSET
 ROSCOMMON, MI 48653

State or Local Government Negotiated Contract : 072788500

Solution			
Item	Product Description	Agreement Information	Trade Information
1. C8145H (XEROX C8145H)	- Office Finisher - 2/3 Hole Punch - Customer Ed	Lease Term: 60 months Purchase Option: FMV	- Xerox C8045 S/N 8TB633525 Trade-In as of Payment 60
			Requested Install Date: 9/2/2024

Monthly Pricing					
Item	Lease Maximum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H	\$120.22	1: Black and White Impressions	All Prints	\$0.0069	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0483	
Total	\$120.22	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: Shawn Patn Phone: (989) 275-9520</p> <p>Signature:  Date: 8/5/24</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Laura Nyquist (231)947-1588</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at

your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

10. Information Items

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- July Social Media Report
- Alternative Education Academy of Ogemaw County:
 - April -June 2024 fiscal reports
 - 24-25 Proposed Handbook
 - 24-25 Meeting Dates
 - August Meeting Agenda
 - June Meeting Minutes
 - 22-25 Contract

JULY 2024 SOCIAL MEDIA STATS



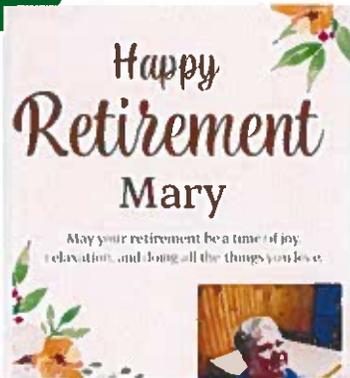
C.O.O.R.
INTERMEDIATE
SCHOOL DISTRICT

TOP 6 POSTS OUT OF 9:

MONTHLY REACH: 3,770

DOWN FROM: 9,826

1



REACH: 964

July 18th
**Mary Sorensen
Retirement**
2 shares - 53 reactions
93 interactions

2



REACH: 906

July 17th
Hannah's Class
2 shares - 60 reactions
67 interactions

3



REACH: 418

July 8th
2024 CEC Grads
1 shares - 16 reactions
17 interactions

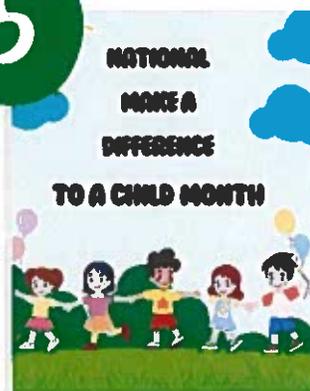
4



REACH: 398

July 22nd
Summer Program
1 shares - 28 reactions
30 interactions

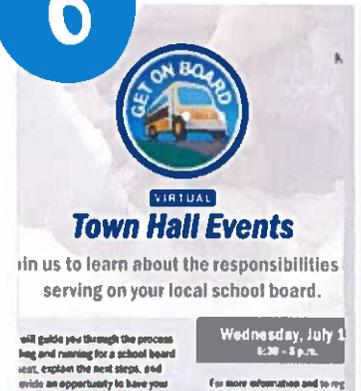
5



REACH: 247

July 15th
Make a difference
1 shares - 5 reactions
6 interactions

6



REACH: 236

July 10th
Townhall Events
0 shares - 2 reactions -
2 interactions 64

Alternative Educational Academy of Ogemaw County

Meeting Schedule for 2024-2025 School Year

All meetings scheduled to start at 9:00 a.m.

Located at the West Branch Michigan Works! Service Center

August 12, 2024

September 9, 2024

October 14, 2024

November 11, 2024

December 16, 2024

January 13, 2025

February 10, 2025

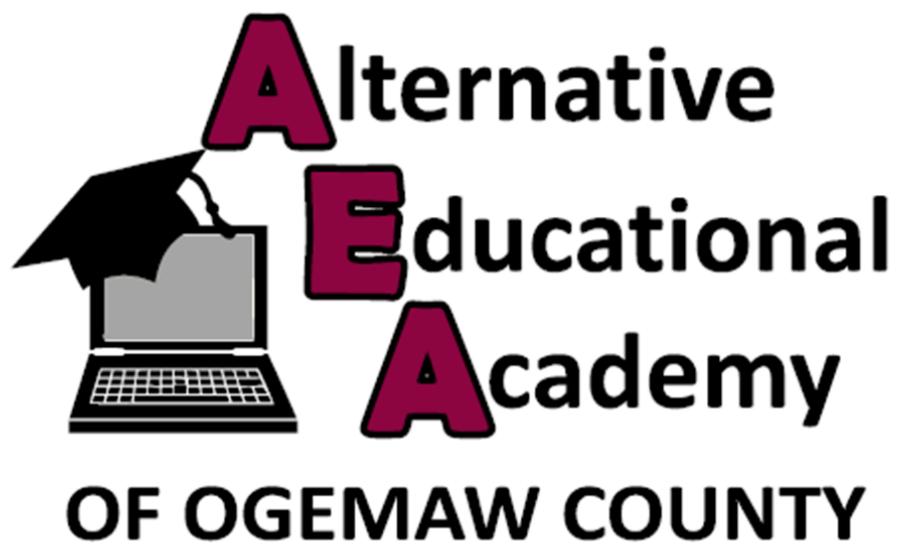
March 10, 2025

April 14, 2025

May 12, 2025

June 9, 2025*

*6/9/25-Public Hearing for Annual Operating Budgets 24/25 and 25/26



Alternative
Educational
Academy
OF OGEMAW COUNTY

STUDENT/PARENT HANDBOOK
2024-2025

The Alternative Educational Academy of Ogemaw County is a public school academy authorized by C.O.O.R. ISD and is located on two campuses:

WEST BRANCH Learning Lab 2479 South M-76 West Branch, MI 48661 (989) 343-9070 (989) 343-9080	Gladwin Michigan Works! Learning Lab 110 Buckeye St Gladwin, MI 48624 (989) 426-8571 Ext. 1320
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MISSION STATEMENT

The mission of the Alternative Educational Academy of Ogemaw County 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.

VISION STATEMENT

"Recognizing Unlimited Potential"

ALTERNATIVE EDUCATION

Alternative Education is designed to serve 12- to 22-year-olds (grades 6-12) who, for any number of reasons, have fallen behind in traditional high school or have dropped out of school. Special areas of service include: life-competency skills, vocational education, and remediation. Credits for Alternative Education may be transferred from previous high schools or vocational schools. Credits will be evaluated according to the standards established by the Academy Board of Education.

GRADUATION REQUIREMENTS

NINETEEN (19) CREDITS ARE REQUIRED FOR GRADUATION

1. Four (4) credits in English
2. Four (4) credits in mathematics.
3. Three (3) credits in science.
4. Three (3) credits in social studies.
5. One (1) credit in health education
6. One (1) credit in visual, performing or applied arts.
7. Two (2) credits in world language
8. One (1) credit in college & career readiness (required for cohort 2025 and after)
9. Must have taken all portions of the State of Michigan's 11th grade Michigan Merit Exam

NO STUDENT WILL BE ALLOWED TO GRADUATE BEFORE THEIR COHORT CLASS.

Students who enter the program may not graduate before their cohort class has graduated. The cohort class is determined by adding four years or eight semesters to the time the student enrolled in grade 9.

COURSES OFFERED

All students enrolled in the Alternative Educational Academy of Ogemaw County will be enrolled in virtual courseware **through Edmentum, Exact Path, or Centric Learning**. Coursework will be completed by the student at home on the Internet and/or at the AEA learning lab.

Language Arts: English 6, English 7, English 8, English 9, English 10, English 11, English 12, Advanced English

Math: Math 6, Math 7, Math 8, Pre-Algebra, Algebra I, Geometry, Algebra II, Integrated Math, Consumer Math, Financial Math, Probability and Statistics

Social Studies: Social Studies 6, Social Studies 7, Social Studies 8, U.S. History, World History, World History Survey, World Geography, Government, Economics

Science: Science 6, Science 7, Science 8, Biology, Chemistry, Physics, Integrated Chemistry and Physics, High School Earth and Space Science

Arts: Art History and Appreciation

Health: Health, Physical Education

World Languages: Spanish I, Spanish II

Electives: Academic Success, Essential Career Skills, Career Explorations

CTE (online): Architecture & Construction, Graphic Design & Illustration, Accounting, Principles of Health Science, Computer Programming, Principles of Information Technology, Law-Public Safety-Corrections & Security, Principles of Engineering & Technology, Game Development, Agriculture-Food & Natural Resources, Professional Photography, Principles of Business-Marketing & Finance, Child Development & Parenting, Applied Medical Terminology, Principles of Hospitality & Tourism, Principles of Manufacturing, Marketing-Advertising & Sales, Drafting & Design, Principles of Transportation-Distribution & Logistics, Audio/Video Production, Culinary Arts, Digital Interactive Media, Entrepreneurship, Introduction to Android Mobile App Development, Introduction to iOS Mobile App Development, Sports and Entertainment Marketing, Robotics, Principles of Human Services, Introduction to Cybersecurity, Web Technologies, Principles of Education and Training, Principles of Government and Public Administration

Project-based Pilot: Centric Learning Online Curriculum

*Courses may be modified to meet the needs and educational level of the student.

TESTING-OUT OF COURSES

The Alternative Educational Academy of Ogemaw County will grant credit for a course if a student demonstrates reasonable mastery of the subject matter by completing the End Of Semester exam and earning a score of 77% or higher. Students must schedule test-out exams with their teacher-mentor and are required to take the exam at the learning lab.

CAREER TECH CENTER

AEA students have the opportunity to participate in the Career Technical Education options offered by C.O.O.R. ISD. The following programs are available to students who are at a junior or senior grade level.

Automotive Technology

Cosmetology

Medical Occupations

Welding

Public Safety

Recreational Engines

DUAL ENROLLMENT

AEA students in grades 9 through 12 may take up to ten postsecondary courses. The AEA **may** assist students in paying tuition and fees for courses at Michigan public or private colleges or universities. Students can qualify for dual enrollment by taking one of the following assessments: PSAT, PLAN, EXPLORE ACT, or MME. Students interested in dual enrollment, should discuss this opportunity with their teacher-mentor.

GRADING SYSTEM

The evaluation of student achievement is one of the most important functions of the teacher. The accepted marking system is as follows:

CR - Credit
NC - No Credit
I - Incomplete
W – Withdrawal

GRADE LEVEL

AEA students are assigned to their grade level according to Michigan Merit Curriculum credits earned, not age or previous grade level. The grade levels and credit equivalencies at the Alternative Educational Academy of Ogemaw County are:

9th Grade: 0-4 credits
10th Grade: 4.5-9 credits
11th Grade: 9.5-13.5 credits
12th Grade: 14-19 credits

HIGH SCHOOL EQUIVALENCY

Students, ages 18-22, may prepare for the GED exams at the Alternative Educational Academy. If it is determined the best educational option, students will be enrolled in online GED preparatory courses. Students wishing to take the GED subject area exams, must first pass the subject area pre-test. Upon passing each official subject area exam, students will be awarded 1.0 high school credit. To earn a State of Michigan High School Equivalency diploma, students must pass all four subject area exams: Math, Language Arts, Social Studies, and Science.

RECORDS RETENTION

The Alternative Educational Academy of Ogemaw County uses the Records Retention and Disposal Schedule for Michigan Public Schools for the management of student, public, pupil accounting records.

AEA ENROLLMENT POLICY

The Director of Alternative Educational Academy has discretionary power in the case of transfer students or previously homeschooled students in relation to number of credits needed, program direction, **placement**, and attendance at AEA learning centers.

ACADEMIC GUIDANCE SERVICES

All students enrolling in classes will be advised by AEA staff. At the initial enrollment there will be an evaluation of the credits and scheduling of the courses needed to earn a diploma. The director, teaching staff, and School Success liaison are available throughout the year to assist the student with any problems that may arise. Our staff is eager to make your educational experience a successful one, so please do not hesitate to call on us for help.

RESIDENCY

A student must meet the following requirements:

- Reside in the state of Michigan
- Be out of school. If enrolled in a school, the Academy must be determined the best educational environment for the student.

REQUIRED DOCUMENTATION: birth certificate

The AEA, according to the Revised School Code, section 1135, requires the person enrolling a new student for the first time to provide either a certified copy of the pupil's **birth certificate** or any other reliable proof of identification and age along with a notarized affidavit explaining the inability to produce a copy of the child's birth certificate.

The pupil's identity and birth may be verified through a variety of documents, including:

1. Birth certificate/copy of birth certificate
2. Baptismal certificate (indicating date/place of birth)
3. Court records
4. Governmental records (county, military, immigration)
5. **Hospital records with a sworn statement**
6. Family records (passport)
7. Life insurance policy

ATTENDANCE REQUIREMENTS

Students are required to log in and complete assignments in their classes a **minimum** of two times per week. Students must also have weekly, two-way **academic** communication with their on-site teacher/mentor at the Alternative Educational Academy of Ogemaw County. The two-way communication can be achieved through email, phone, text, Facebook messenger, face-to-face conversation, virtual meeting, or through the Plato/e2020 discussion boards. The communication must between Wednesday and Tuesday of each week school is in session.

The AEA of Ogemaw County requires students to be placed in the appropriate attendance tier to support their academic success. Students will be placed in their attendance tier by their teacher-mentor. Students may be moved to a different tier depending on their current success, academic standing, teacher-mentor communication, and attendance history.

TIER THREE	Student is required to attend the learning lab for 3-5 days per week	Requirements for ALL Tiers: <ul style="list-style-type: none"> • WEEKLY progress in your coursework. • WEEKLY two-way communication with your teacher • Lab attendance for mandatory assessments
TIER TWO	Student is required to attend the learning lab 2 days per week	
TIER ONE	Student is required to attend the learning lab 1 day per week	
TIER ZERO	Student is not required to attend the learning lab, except for mandatory testing (NWEA, MSTEP/PSAT/SAT/ACT/MME)	

Students who fail to log in to their classes and do not contact their teacher/mentor for two consecutive weeks will be at risk of losing their AEA enrollment. Should this occur, a drop warning will be sent in the mail informing the student and family that the student will be withdrawn from the AEA after 5 business days. Students under the age of 18, will be considered truant and truancy proceedings may commence consistent with state law.

End of Semester Exams

AEA students complete their coursework at their own pace, individualizing their educational experience to best fit the needs of each student. Because each student completes courses at different times throughout the year, End of Semester exams must be scheduled with their teacher/mentor. End of Semester exams may be taken when all course assignments (tutorials, discussions, mastery tests, post-tests, and activities) are completed and approved by the teacher/mentor. Students will be proctored by an Alternative Educational Academy of Ogemaw County staff member either in person or online as they take their exam. An End of Semester exam score of 60% or higher is required for course credit to be issued.

Michigan General School Laws - Section 1561

Every parent, guardian or other person in the State of Michigan, having control and charge of any child between the ages 6 and 18 years, shall be required to send such child, equipped with proper textbooks necessary to pursue his or her school work, to the public school during the school year, and such attendance shall be continuous and consecutive for the school year fixed by the district in which the child is enrolled; provided, that in School Districts which maintain school during the entire year and in which the school year is divided into quarters, no child shall be compelled to attend the public schools more than three quarters in any one year, but the absence of no child shall be permitted for any two consecutive quarters.

It shall be the duty of the attendance officer of the district, whenever notified by the teacher, superintendent, or other person of violations of this act, and the county attendance officer, when notified by the county superintendent of schools, to investigate all cases of non-attendance at school, and if the children complained of are not exempt from the provisions of this chapter under the conditions named in section 1561, then the attendance officer shall immediately proceed as provided hereinafter in this chapter. When a child has been repeatedly absent from school without valid excuse or is failing in school

work or gives evidence of behavior problems and after attempts to confer with the parent or other person in parental relationship to such child have failed, the county superintendent of school may request the attendance officer to notify such parent or other person in parental relationship by registered mail to come to the school or to a place designated by him at a time specified to discuss the child's absence or failing work or behavior problems with the proper school authorities.

RE-ENROLLMENT OF PREVIOUS AEA STUDENTS

Students who were previously enrolled at the Alternative Educational Academy are not guaranteed re-enrollment when dropped for inactivity or lack of communication with their teacher-mentor. Re-enrollment will occur at the discretion of AEA staff and may include a probationary period of 30 days to determine if the AEA is the best educational placement for the student.

TRANSPORTATION

The Alternative Educational Academy is not responsible for providing transportation for students to attend the learning labs; However, the AEA will assist students and families in finding appropriate transportation options.

The AEA of Ogemaw County has one school van available for student transportation during field trips and other special events. Students under 18 years of age must have a signed permission slip on file to ride in the school van.

Students may drive their personal vehicle to school. Students under 18 years of age may not leave school in another student's vehicle without written permission from their parent or guardian.

SCHOOL CLOSINGS OR DELAYS

If school is unexpectedly closed, the cancellation will be posted on the school Facebook page, a phone call or text message will be sent to the student and/or parent phone number on file, and the public transit will be notified to not transport students to the learning centers. Severe weather closings or delays coincide with Ogemaw Heights High School for the West Branch learning lab and Gladwin Schools for the Gladwin learning lab. Remember: Even if the labs are closed, students will still be able to access their coursework online from another location and are expected to do so.

SCHOOL CALENDAR 2024-2025

Aug 8: Last Day of Summer Session

Aug 19: Staff Return

Aug 26: School Begins

Aug 30 – Sept 2: No School

**Oct 25: AEA labs open for ½ day, closing
at 12:00**

Nov 15: No School

**Nov 22: AEA labs open for ½ day, closing
at 12:00**

Nov 27-29: No school, Thanksgiving

**Dec 13: AEA labs open for ½ day, closing
at 12:00**

Dec 21-Jan 3 : Winter Break

**Jan 31: AEA labs open for ½ day, closing
at 12:00**

May 1st & 2nd: School Closed

Feb 28: AEA labs open for ½ day, closing at 12:00

May 16: AEA labs open for ½ day, closing at 12:00

Mar 14: AEA labs open for ½ day, closing at 12:00

May 26: No School-Memorial Day

Mar 24–Mar 28: Spring Break

June 6: Last Day of School

Apr 25: AEA labs open for ½ day, closing at 12:00

June 10: Summer Session Begin

Apr 18: No School

ILLNESS

If a decision is made that the student should be sent home, parents of students under 18 will be notified. No medical service, other than emergency first aid, will be given by school personnel. If, in our professional judgment, it is necessary to transport your student by ambulance to a medical facility, it will be the financial responsibility of the student/parent.

NOTIFICATION TO PARENTS ON BLOOD-BORNE PATHOGENS

The District is subject to Federal and State regulations to restrict the spread of hepatitis B virus (HBV) and human immune deficiency virus (HIV) in the workplace. These regulations are designed to protect employees of the District who are, or could be exposed to blood or other contaminated bodily fluids while performing their job duties. Because of the very serious consequences of contracting HBV or HIV, the District is committed to taking the necessary precautions to protect both students and staff from its spread in the school environment. Part of the mandated procedures includes a requirement that the District request the person who was bleeding to consent to be tested for HBV and HIV. The law does not require parents or guardians to grant permission for the examination of their child's blood, but it does require the District to request that consent. Although we expect that incidents of exposure will be few we wanted to notify parents of these requirements ahead of time. That way, if the situation does develop you will understand the reason for our request and will have had an opportunity to consider it in advance. These are serious diseases, and we sincerely hope that through proper precautions and cooperation we can prevent them from spreading. If you have any questions or concerns, please contact the Academy Director.

IMMUNIZATIONS

For a student entering the District for the first time and entering 7th grade, a parent must provide the school with a certificate stating that the student has received at least 1 dose of an immunizing agent against each disease specified by the Michigan Department of Health and Human Services (MDHHS) or other responsible agency or documentation of an applicable approved exemption.

The student's parent must provide the certificate or documentation at the time of registration, or no later than the first day of school. A parent of a student who has not received all doses of any required immunizing agent must provide the school an updated immunization certificate demonstrating that the immunizations have been completed as required by the MDHHS. The updated certificate must be provided within 4 months of the student entering the District for the first time and upon entering 7th

grade. A student may not attend school unless the parent provides evidence of immunizations or exemptions consistent with school policy and state law.

STUDENT RIGHTS AND RESPONSIBILITIES

Individual rights relate to individual responsibilities and must be seen in **relation** to the safety, health and welfare of all students in each school. Expectations of student conduct should be kept within the bounds of reasonable behavior expected of all members of the community. Students should have freedom and encouragement to express their individuality in school, as long as their conduct does not intrude upon the freedom of others. This applies especially to the freedom of fellow students to receive instruction. There must be a balance between individual freedom and the orderly operation of a classroom. All students should recognize the consequences of their language, manners, and actions toward each other and school staff. Students need to understand that they benefit from an orderly school operation and, as members of the school community, acknowledge their responsibility to promote a good learning environment. If a student feels unsafe or is threatened, the student or their parent/guardian should contact the director.

INDIVIDUALS WITH DISABILITIES

The American's with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act provide that no individual will be discriminated against on the basis of a disability. This protection applies not just to the student, but to all individuals who have access to the District's programs and facilities.

A student can access special education services through the proper evaluation procedures. Parent involvement in this procedure is important and required by Federal Individuals with Disabilities Education Act (IDEA) and State law. Contact the AEA at (989) 343-9070 to inquire about evaluation procedures and programs.

ELECTRONIC DEVICES

Electronic communication devices may be used during break time and during lunch. These devices are not necessary in school, but rather, a privilege. In the event that any device creates a disturbance to the educational process (i.e. phone calls, texting, use of social media, video calls, etc...) the device may be confiscated until the parent is able to come to the school to discuss the matter. If a second infraction occurs, further disciplinary action will be taken.

Phone calls may not be taken in the classroom. We ask that parents refrain from making cell phone calls, sending emails, text messages or instant messages to students during learning time. If you need to reach your child during the school day, you may call the school at (989) 343-9070 (West Branch) or (989) 426-8571 (Gladwin).

CODE OF STUDENT CONDUCT

The Alternative Educational Academy is dedicated to creating and maintaining a positive learning environment for all students. Teachers, administrators, parents, and students must assume a responsible role in promoting behavior that enhances academic and social success. Courteous,

respectful, and responsible behavior fosters a positive climate for the learning community. The Code of Student Conduct sets forth student rights and responsibilities while at school and school-related activities, and the consequences for violating school rules. When determining the appropriate response to student misconduct, school officials may use intervention strategies and/or disciplinary actions, depending upon the severity or repetition of misconduct; age and grade level of the student; circumstances surrounding the misconduct; impact of the student's misconduct on others in the school community, and any other relevant factors.

WHEN AND WHERE THE CODE OF STUDENT CONDUCT APPLIES:

The Code of Student Conduct applies before, during, and after school:

- When a student is at school.

“At school” means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle (including public transit transportation to/from school), or at a school-sponsored activity or event, whether or not it is held on AEA or other school premises;

- When a student's conduct at any other time or place has a direct and immediate effect on maintaining order and discipline, or on protecting the safety and welfare of students or school district staff; and
- When a student is using school telecommunications networks, accounts, or other district services.

VIOLATIONS OF THE CODE OF STUDENT CONDUCT:

Student misconduct is classified into three levels. The definitions of misconduct at each level are not all-inclusive, but only representative and illustrative. A student who commits an act of misconduct not listed herein is nonetheless subject to disciplinary action. **Ultimately, the Student Code of Conduct is meant to be a guide and is subject to the discretion of administration and the Board.**

School district staff may use intervention strategies such as teacher/student conferences, auxiliary staff/student intervention, and teacher/parent/guardian contacts for Level I and Level II violations. The staff will refer Level III violations directly to school administrator, because of the serious and/or unlawful nature of the misconduct. At the option of school administrators, a student accused of any violation of the Code of Student Conduct may be referred to a social worker or counselor, in conjunction with or in lieu of other disciplinary procedures. Where the misconduct is subject to mandatory discipline under state law, however, the school board will act to impose any mandatory sanctions.

Administration will, as required or permitted by state law, always consider the use of restorative practices as an alternative to, or in addition to suspension or expulsion. Nothing in the following table limits the District's ability to impose more or less severe disciplinary consequences depending on the situation's unique circumstances and the following factors:

1. the student's age;
2. the student's disciplinary history;
3. whether the student has a disability;
4. the seriousness of the behavior;
5. whether the behavior posed a safety risk;
6. whether restorative practices will be used to address the behavior; and

7. whether a lesser intervention would properly address the behavior.

Nothing in this handbook limits the District's authority to discipline a student for conduct that is inappropriate in school, but that is not specifically provided in this table. Depending on the circumstances of a particular situation, separate athletic or extracurricular sanctions may be imposed, in accordance with the applicable handbook or rules.

SEPARATION FROM LEARNING LAB:

A separation from the learning lab occurs when a student is separated for one (1) school day, up to and including (10) school days and may not physically attend any of the AEA learning labs. During a separation from school, the student is expected to continue attending virtually in their online courses from another location.

SHORT-TERM SUSPENSION:

A short-term suspension occurs when a student is suspended for one (1) school day, up to and including ten (10) school days. During a short-term suspension, the student's rights and privileges of attending school, including extracurricular activities, are suspended.

LONG-TERM SUSPENSION:

A long-term suspension is when a student is suspended for more than ten (10) school days but fewer than sixty (60) days. During a long-term suspension, the student's rights and privileges of attending school, including extracurricular activities, are suspended.

EXPULSION:

An expulsion occurs when the school district's board of education removes the student from school for sixty (60) or more school days.

LEVELS I, II, AND III VIOLATIONS

Depending on severity or repetition, a Level I violation may be reclassified as a Level II or Level III violation.

LEVEL I VIOLATIONS:

1. Cheating/Academic Misconduct

A student will not plagiarize, cheat, gain unauthorized access to, or tamper with educational materials. Discipline under this section may result in academic sanctions in addition to other discipline.

2. Defacement of Property

A student will not willfully cause defacement of, or damage to, property of the school or others. Actions such as writing in school textbooks or library books, writing on desks or walls, carving into woodwork, desks, or tables, and spray-painting surfaces are acts of defacement.

3. Disorderly Conduct

A student will not harass others or misbehave in a manner that causes disruption or obstruction to the educational process. Disruption caused by talking, making noises, throwing objects, or otherwise distracting another, among other behavior, constitutes disorderly conduct. Behavior is considered disorderly if a teacher is prevented from starting an activity or lesson, or has to stop instruction to address the disruption.

4. Inappropriate Displays of Affection

Students will not engage in inappropriate displays of affection, such as kissing or long embraces of a personal nature.

5. Inappropriate Dress and Grooming

A student will not dress or groom in a manner that disrupts the educational process or is detrimental to the health, safety or welfare of others. A student will not dress in a manner that is **disruptive** to the extent that it interferes with the learning and teaching process. **For example, students may not wear clothing that depicts the confederate flag, swastika, drugs, alcohol, or that is culturally insensitive.**

6. Insubordination/Unruly Conduct

A student will not ignore or refuse to comply with directions or instructions given by school authorities. Refusing to open a book, write an assignment, work with another student, work in a group, take a test or do any other class or school-related activity not listed here.

7. Leaving School without Permission

A student will not leave the school building, classroom, cafeteria, assigned area, or campus without permission from authorized school personnel.

8. Negligent or Improper Operation of a Motor Vehicle

A student will not negligently operate a motor vehicle on school property, so as to endanger the property, safety, health, or welfare of others. Because of our proximity to local businesses, this includes revving of engines and excessively loud music.

9. Possession of Inappropriate Personal Property

A student will not possess personal property that is prohibited by school rules or that is disruptive to teaching and learning, including but not limited to pornographic or obscene material, laser lights, personal entertainment devices etc.

10. Profanity and/or Obscenity toward Students

A student will not orally, in writing, electronically, or with photographs or drawings, direct profanity or insulting, obscene gestures toward any other student or staff member

11. Sexual Harassment (Level I)

A student will not use words, pictures, objects, gestures, or other actions relating to sexual activity or a person's gender that cause embarrassment, discomfort, or a reluctance to participate in school activities.

12. Smoking

A student will not smoke, use tobacco, or possess any substance containing tobacco in any area under the control of a school district, including all activities or events supervised by the school district.

13. Vaping

A student, regardless of age, will not use or possess vaping devices in any area under the control of the school district, including all activities or events supervised by the school district.

14. Tardiness

A student will not fail to be in his or her place of instruction at the assigned time without a valid excuse.

15. Technology Abuse

A student will not violate the district's "Technology Use Guidelines."

SCHOOL RESPONSES TO LEVEL I VIOLATIONS:

School administrators and staff may use appropriate intervention strategies, as determined by local district policies including, but not limited to, staff and student/parent conferences, auxiliary staff intervention and counseling programs, student programs for conflict resolution and peer mediation, **restorative practices**, and programs for anger management and violence prevention. Any of the following intervention strategies and disciplinary actions may be used:

- Administrator/student conference or reprimand
- Administrator and teacher-parent/guardian conferences
- Referrals and conferences involving various support staff or agencies
- Daily/weekly progress reports
- Behavioral contracts
- Change in student's class schedule
- School service assignment
- Confiscation of inappropriate item
- Restitution/restoration
- Before- and/or after-school detention
- Denial of participation in class and/or school activities
- Other intervention strategies, as needed
- Separation from the learning lab from one (1) school day up to and including ten (10) school days
- Out of school suspension
- Law enforcement agency notification

LEVEL II VIOLATIONS:

Depending upon severity or repetition, a Level II violation may be reclassified as a Level III violation.

1. Discrimination, Harassment (including Sexual Harassment), and Bullying

Violating Board policy addressing anti-discrimination, anti-harassment, and anti-bullying.

2. Destruction of Property

A student will not intentionally cause destruction of property of the school or others. Actions that impair the use of something are destructive. Ruining bulletin boards, intentionally clogging the plumbing system, breaking light bulbs or fixtures, and damaging school equipment to the point where repair is necessary are acts of property destruction.

3. Failure to Serve Assigned Detention or Complete a Behavior Contract

A student will not fail to serve an assigned detention of which students and/or parents/guardians have been notified.

4. False Identification

A student will not use another person's identification or give false identification to any school official with intent to deceive school personnel or falsely obtain money or property.

5. Fighting, Inciting Violence, Filming a Fight or Assault, Distributing or Publishing a Fight or Assault Video

A student will not physically fight with another person, incite violence, film a fight or assault, or distribute or publish a fight or assault video.

6. Forgery

A student will not sign the name of another person for the purpose of defrauding school personnel or the Board of Education.

7. Fraud

A student will not deceive another or cause another to be deceived by false or misleading information in order to obtain anything of value.

8. Gambling

A student will not engage in any game of chance or contest wherein money or other items of monetary value are awarded to the winner, except for those games and contests authorized as official school functions.

9. Gang Activity

A student will not, by use of violence, force, coercion, threat of violence, or gang activity, cause disruption or obstruction to the educational process.

Gangs are defined as organized groups of students and/or adults who engage in activities that threaten the safety of the general populace, compromise the general community order, and/or interfere with the school district's education mission.

Gang activity includes:

- a. Wearing or displaying any clothing, jewelry, colors, or insignia that intentionally identifies the student as a member of a gang, or otherwise symbolizes support of a gang.
- b. Using any word, phrase, written symbol, or gesture that intentionally identifies a student as a member of a gang, or otherwise symbolizes support of a gang.
- c. Gathering of two or more persons for purposes of engaging in activities or discussions promoting gangs.
- d. Recruiting student(s) for gangs.

10. Hazing

A student will not haze or conspire to engage in hazing of another. As used in this section, "hazing" includes any method of initiation or pre-initiation into a student organization or any pastime, or amusement, engaged in with respect to such an organization which causes, or is likely to cause, bodily danger, physical harm, personal harm, or personal degradation or disgrace. The term "hazing" does not include customary athletic events or similar contests or competitions.

11. Improper, Negligent, or Reckless Operation of a Motor Vehicle

A student will not intentionally or recklessly operate a motor vehicle, so as to endanger the safety, health or welfare of others on school property.

12. Loitering

A student will not remain or linger on school property without a legitimate purpose and/or without proper authority.

13. Profanity and/or Obscenity toward Staff

A student will not verbally, in writing, electronically, or with photographs or drawings, direct profanity or insulting, obscene gestures toward any school district staff members or adult volunteers.

14. Theft or Possession of Stolen Property

A student will not, without permission of the owner or custodian of the property, take property or have in his or her possession property which does not belong to the student.

15. Verbal or Written Threat

A student will not make a statement that constitutes a threat against a student, employee, other person, or school property.

16. Trespassing

If removed, suspended, or expelled from school, a student will not return to the school premises without permission of the proper school authorities.

SCHOOL RESPONSES TO LEVEL II VIOLATIONS:

Intervention strategies are not limited to those listed herein. Other methods of addressing misconduct may be more appropriate, depending upon the circumstances. Any or all of the following intervention strategies and disciplinary actions may be used:

- Any school response to a Level I violation, listed above;
- Out-of-school suspension (short-term) for one (1) school day, up to and including ten (10) school days.

NOTE: Fighting poses an immediate threat to student safety. In most cases, out-of-school suspension is imposed even for a first offense. The length of suspension will depend on severity or

repetition.

- Recommendation to the school district board of education or its designees for long-term suspension or expulsion
- Law enforcement agency notification
- Denial of driving privileges

LEVEL III VIOLATIONS:

Depending on severity or repetition, a Level I or Level II violation may be reclassified as a Level III.

1. Illegal Substances or Paraphernalia, including Alcohol

A student is prohibited from the possession, sale, attempted sale, distribution, attempted distribution, use, or attempted use of drugs, alcohol, fake drugs, illegal steroids, illegal inhalants, or look-alike drugs.

2. Arson (Starting a Fire)

A student will not purposefully, intentionally, or maliciously setting a fire on school property. If a student commits arson in a school building, on school grounds or other school property, the school board or its designee shall expel the student from the school district permanently, subject to possible reinstatement.

3. Extortion

A student will not make another person do any act against his or her will, by force or threat of force, expressed or implied.

4. False Fire Alarm; Tampering with Fire Alarm System

Unless an emergency exists, a student will not intentionally sound a fire alarm or cause a fire alarm to be sounded, nor will a student falsely communicate or cause to be communicated that a bomb is located in a building or on school property, or at a school-related event. These acts are prohibited, irrespective of the whereabouts of the student. A student will not destroy, damage, or otherwise tamper with a fire alarm system in a school building.

5. Verbal or Written Threat, Including Bomb or Similar Threat

A student will not make a statement that constitutes a threat against a student, employees, other person, or school property.

6. Fireworks

A student will not possess, handle, transmit, conceal, or use any fireworks or firecrackers.

7. Interference with School Authorities

A student will not interfere with administrators, teachers or other school personnel by threat of force or violence.

8. Physical Assault

A student will not intentionally cause or attempt to cause physical harm to another through force or violence. If a student commits a physical assault at school against a person employed by, or engaged as a volunteer or contractor by the school board, then the school board or its designee shall suspend or expel the student from the school district permanently, subject to possible reinstatement.

9. Robbery

A student will not take or attempt to take from another person any property, by force or threat of force, expressed or implied.

10. Theft or Possession of Stolen Property

A student will not, without permission of the owner or custodian of the property, take property or have in his or her possession property that does not belong to the student.

13. Weapons: Dangerous Instruments

A student will not possess, handle, transmit, or use a dangerous instrument capable of harming another person. A “dangerous instrument” means any device intended to cause injury or bodily harm, any device used in a threatening manner that could cause injury or bodily harm, or any device that is primarily used for self-protection. Dangerous instruments include, but are not limited to, chemical mace, pepper gas or like substances; stun guns; BB guns; pellet guns; razors; or box cutters.

14. Dangerous Weapon Possessions

A student will not possess, handle, transmit, or use firearm dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocketknife opened by a mechanical device, iron bar, or brass knuckles.

15. Other Weapons and Lookalike Weapons

A student will not possess, handle, transmit, or use an object tht is not a “dangerous weapon,” including but not limited to a pellet or air-soft gun, a knife with a blade of 3 inches or less, items intended to look like a dangerous weaon, or similar items.

16. Use of an Object as a Weapon

A student will not use any object to threaten or harm another, regardless of whether injury results.

SCHOOL RESPONSES TO LEVEL III VIOLATIONS:

Any or all of the following intervention strategies or disciplinary actions may be used:

- Any school response to a Levels I or II violation, listed above
- Recommendation to the Board of Education or its designee for long-term suspension or expulsion or permanent expulsion.
- In the event a student is expelled for possession of a dangerous weapon in a weapon-free school zone, arson in a school building or on school grounds, or criminal sexual conduct in a school building or on school grounds, the school board shall ensure that, within three days after the expulsion, an official of the school district refers the individual to the appropriate county legal authority, the DHS or county community mental health agency (MCL 380.1311[4])
- Requesting an emotional, behavioral, and/or chemical dependency evaluation and treatment and/or counseling recommendation. The intervention strategy or discipline may require the student to follow any or all treatment recommendations of the evaluation. The evaluation must be from a source approved by the administration.

Staff Authority

The authority of any member of the school staff extends to all students while on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event, whether or not it is held on school premises.

School Activities

A student who is suspended from school for any reason will not be allowed to participate in, or attend any school activity, regardless of location, during the suspension (including events held by other school districts on weekdays, weekends and/or holidays).

Maintaining Class Progress

When appropriate in the judgment of the director, a suspended or expelled student may maintain academic progress under the terms and conditions set forth by the teacher.

DUE PROCESS PROCEDURES

Short-Term Suspension

Except in extraordinary circumstances, alleged violations of the Code of Student Conduct are initially

handled at the student's school. If a short-term suspension is contemplated, the principal or assistant principal shall provide the student with oral or written notice of the charges or allegations, and an explanation of the evidence or basis for the charges. The student shall be given the opportunity to present an explanation or a differing statement of the facts.

If the misconduct is found, the **assistant director** may authorize disciplinary action in accordance with this Code of Student Conduct, including short-term suspensions. The student and parent/guardian shall be notified of the circumstances and action taken.

Long-Term Suspension or Expulsion

If recommended by the director, the school's board of education or its designee shall conduct a hearing to determine whether to impose a long-term suspension or expulsion.

The student and parent/guardian shall be notified of the allegation; the recommended disciplinary action; the time, date and location of the hearing; and of their right to attend and participate in the hearing.

The board of education or its designee shall conduct a hearing. The student shall be advised of the alleged violation and be given an explanation of the facts. The explanation may include the written or oral testimony of others.

At the request of the student or the student's parents, the board of education may meet in a closed session to "consider the dismissal, suspension, or disciplining of a student."

The student and parent/guardian may be represented at the hearing by an attorney or other adult **at their own cost**. Written or oral evidence may be presented at the hearing on behalf of the student.

After the hearing, the Board of Education or its designee shall issue a decision, including a determination of disciplinary action.

Appeal to Board of Education for Reconsideration

A student aggrieved by the decision of the Board of Education may, within five (5) days of receipt of the decision, petition the board of education for the opportunity to request review or reconsideration by the board or its designee. The petition shall be in writing and contain the reasons that the board or its designee's decision should be reviewed or reconsidered. The board of education may grant or deny the request for an appeal or request for reconsideration. If granted, the board shall notify the student in writing of the procedures to be used for the appeal or request for reconsideration.

Interviews of Students by Police or Other Public Agencies

The Alternative Educational Academy of Ogemaw County endeavors to cooperate with law enforcement agencies. Students may be interviewed in school by law enforcement officials. School officials will grant law enforcement interviews with a student after considering the (1) type of incident; (2) seriousness of the incident; (3) age and maturity of the student; (4) relationship of the incident to school and the educational process; and (5) whether time is of the essence.

When practical, school personnel will be present during the police interview, and an attempt will be made to contact the parent/guardian prior to the interview. If the student is a minor and the parent was not present during the interview, the parent/guardian will be notified by the director that an interview has taken place.

Notification to Law Enforcement Agencies

State law requires each school board to comply with the statewide school safety policy adopted by the Superintendent of Public Instruction, Attorney General, and Director of Michigan State Police on October 4, 1999. (MCL 380.1308). The statewide school safety policy requires

the following types of incidents occurring at school be reported to a local law enforcement agency:

Armed Student or Hostage Robbery or Extortion
Suspected Armed Student Unauthorized Removal of Student
Weapons on School Property Threat of Suicide
Death or Homicide, Suicide Attempt
Drive-By Shooting Larceny (Theft)
Physical Assault (Fights) Intruders (Trespassing)
Bomb Threat, Illegal Drug Use or Overdose Explosion,
Drug Possession or Drug Sale
Arson, Vandalism or Destruction of Property
Sexual Assault, CSC (Criminal Sexual Conduct), MIP (Alcohol), MIP (Tobacco)

SEARCH AND SEIZURE

Student lockers and desks are school property and remain at all times under the District's control. Student lockers and desks are subject to search at any time for any reason and without notice or consent.

School officials may use canines, metal detectors, wands, or other tools to conduct searches.

A student's failure to permit a search and seizure may be grounds for disciplinary action. A student's person and personal effects may be searched whenever a school official has reasonable suspicion to believe that the student possesses illegal or unauthorized materials. If a properly conducted search yields illegal or contraband materials these items may be turned over to law enforcement.

BULLYING AND OTHER AGGRESSIVE BEHAVIOR

It is the policy of the AEA to provide a safe and nurturing educational environment for all of its students. This policy protects all students from bullying/aggressive behavior regardless of the subject matter or motivation for such impermissible behavior.

Bullying or other aggressive behavior toward a student, whether by other students, staff, or third parties, including board members, parents, guests, contractors, vendors, and volunteers, is strictly prohibited. This prohibition includes written, physical, verbal, and psychological abuse, including cyberbullying, hazing, gestures, comments, threats, or actions to a student, which cause or threaten to cause bodily harm, reasonable fear for personal safety or personal degradation.

Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

This policy applies to all "at school" activities in the District, including activities on school property, in a school vehicle, and those occurring off school property if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

Notification

Notice of this policy will be annually circulated to and posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedure.

Parents or legal guardians of the alleged victim(s), as well as of the alleged aggressor(s), shall be promptly notified of any complaint or investigation as well as the results of the investigation to the extent consistent with student confidentiality requirements. A record of the time and form of notice or attempts at notice shall be kept in the investigation file.

To the extent appropriate and/or legally permitted, confidentiality will be maintained during the investigation process. However, a proper investigation will, in some circumstances, require the disclosure of names and allegations. Further, the appropriate authorities may be notified, depending on the nature of the complaint and/or the results of the investigation.

Implementation

The Director is responsible to implement this policy, and may develop further guidelines, not inconsistent with this policy.

This policy is not intended to and should not be interpreted to interfere with legitimate free speech rights of any individual. However, the District reserves the right and responsibility to maintain a safe environment for students, conducive to learning and other legitimate objectives of the school program.

Procedure

Any student who believes s/he has been or is the victim of bullying, hazing, or other aggressive behavior should immediately report the situation to the Director. The student may also report concerns to a teacher who will be responsible for notifying the appropriate administrator or Board official. Complaints against the Assistant Director should be filed with the Superintendent of Iosco RESA. Complaints against the Superintendent should be filed with the Board President.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be aggressive behavior toward a student. Reports shall be made to those indicated above. Reports may be made anonymously, but formal disciplinary action may not be taken solely on the basis of an anonymous report.

The Director or designee shall promptly investigate and document all complaints about bullying or aggressive behavior that may violate this policy. The investigation must be completed as promptly as the circumstances permit and should be completed within 3 school days after a report or complaint is made.

If the investigation finds an instance of bullying or aggressive behavior has occurred, it will

result in prompt and appropriate remedial action. This may include up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement or other appropriate officials.

The individual responsible for conducting the investigation shall document all reported incidents and report all verified incidents of bullying, aggressive or other prohibited behavior, as well as any remedial action taken, including disciplinary actions and referrals, to the Director. The Director shall submit a compiled report to the Board on an annual basis.

Non-Retaliation/False Reports

Retaliation or false allegations against any person who reports, is thought to have reported, files a complaint, participates in an investigation or inquiry concerning allegations of bullying or aggressive behavior (as a witness or otherwise), or is the target of the bullying or aggressive behavior being investigated, is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy, independent of whether a complaint of bullying is substantiated. Suspected retaliation should be reported in the same manner as bullying/aggressive behavior.

Making intentionally false reports about bullying/aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

Definitions

The following definitions are provided for guidance only. If a student or other individual believes there has been bullying, hazing, harassment or other aggressive behavior, regardless of whether it fits a particular definition, s/he should report it immediately and allow the administration to determine the appropriate course of action.

“Aggressive behavior” is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student’s educational, physical, or emotional well-being. Such behavior includes, for example, bullying, hazing, stalking, intimidation, menacing, coercion, name-calling, taunting, making threats, and hitting/pushing/shoving.

“At School” is defined as in a classroom, elsewhere on school premises, on a school bus or other school related vehicle (including public transportation when used to travel to and from school), or at a school-sponsored activity or event whether or not it is held on school premises. It also includes conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if either owned by or under control of the District.

“Bullying” is defined as any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, telephone or cell phone, personal digital assistant (PDA), or wireless hand held device) that, without regard to its subject matter or motivating animus, is intended or that a reasonable person would know is likely to harm one (1) or more students either directly or indirectly by doing any other the following:

- A. Substantially interfering with educational opportunities, benefits, or programs of one (1) or more students;
- B. Adversely affecting the ability of a student to participate in or benefit from the school district's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
- C. Having an actual and substantial detrimental effect on a student's physical or mental health; and/or
- D. Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

Bullying can be physical, verbal, psychological, or a combination of all three. Some examples of bullying are:

- A. Physical- hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.
- B. Verbal – taunting, malicious teasing, insulting, name calling, making threats.
- C. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation. This may occur in a number of different ways, including but not limited to notes, emails, social media postings, and graffiti.

“Harassment” includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature, often on the basis of age, race, religion, color, national origin, marital status or disability, but may also include sexual orientation, physical characteristics (e.g., height, weight, complexion), cultural background, socioeconomic status, or geographic location (e.g., from rival school, different state, rural area, city, etc.).

“Intimidation/Menacing” includes, but is not limited to, any threat or act intended to: place a person in fear of physical injury or offensive physical contact; to substantially damage or interfere with person's property; or to intentionally interfere with or block a person's movement without good reason.

“Staff” includes all school employees and Board members.

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, vendors, or others engaged in District business, and others not directly subject to school control at inter-district or intra-district athletic competitions or other school events.

M.C.L. 380.131B (Matt's Safe School Law, PA 241 of 2011)
Policies on Bullying, Michigan State Board of Education

NOTICE OF NONDISCRIMINATION

The Alternative Educational Academy of Iosco County does not discriminate on the basis of race, color, religion, national origin, sex (including pregnancy, gender identity, or sexual orientation), disability, age, height, weight, marital or family status, veteran status, ancestry, genetic information,

military status, or any other legally prohibited category in its programs or activities, and provides equal access to the Boy Scouts and other designated youth groups as required by law. The following person(s) have been designated to handle inquiries regarding the nondiscrimination policies and to provide further grievance procedures: Tina Williams, Alternative Educational Academy Director.

Inquiries concerning the non-discrimination policy may also be directed to Director, Office for Civil Rights, Department of Health, Education, and Welfare, Washington, DC 20201. For further information on notice of nondiscrimination, see the following website:
<http://www.ed.gov/offices/OCR/docs/nondisc.html>.

If you or someone you know has been subjected to sex-based discrimination, harassment, or retaliation, you may file a report with any District employee. Formal complaints of sexual harassment must be filed with the Title IX Coordinator:

Tina Williams
Alternative Educational Academy of Ogemaw County
2479 S. M-76, West Branch, MI, 48661
(989)-343-9070
twilliams@ioscoresa.net

Iosco RESA
27 Remert Road, Tawas City, MI 48763
(989)-362-3006, ext 1130

If you or someone you know has been subjected to disability-based discrimination, harassment, or retaliation, you may file a complaint with the Section 504 Coordinator:

Stephanie Davis
Alternative Educational Academy of Ogemaw County
2479 S. M-76, West Branch, MI, 48661
(989) 362-2575
sdavis@ioscoresa.net

If you or someone you know has been subject to any other type of unlawful discrimination, harassment, or retaliation, including unlawful conduct based on race, color, or national origin, you may file a complaint with the Civil Rights Coordinator:

Tina Williams
Alternative Educational Academy of Ogemaw County
2479 S. M-76, West Branch, MI, 48661
(989)-343-9070
twilliams@ioscoresa.net

A report of unlawful discrimination, including unlawful harassment or retaliation, may be made orally or in writing.

A student found to have engaged in unlawful discrimination, including unlawful harassment or retaliation, may be subject to discipline, including suspension or expulsion.

The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Parents or eligible students should submit to the Academy Director a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write the School Director, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. The annual notification states that the Ogemaw Academy intends to forward records on request.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW
Washington, DC 20202-8520

The Freedom of Information Act (FOIA)

5 U.S.C. § 552, was enacted in 1966 and generally provides that: Any person has the right to request

access public records or information. All agencies of the U.S. Government are required to disclose records upon receiving a written request for them. Not all records can be made available; there are nine exemptions to the FOIA that protect certain records from disclosure. A government agency can charge a fee, but it must be limited to actual duplication, mailing and clerical labor costs. The Ogemaw Academy may require a good faith deposit at the time of request. The deposit shall not exceed 1/2 of the total cost. If a request for a record is denied, written notice of the denial will be provided to the requester within five days, or within 15 days under unusual circumstances. A failure to respond within the time limits, or a failure to respond at all, also amounts to a denial. When a request is denied, the public body must provide the requestor with a full explanation of the reasons for the denial and the requester's right to seek judicial review. The FOIA request form can be obtained by contacting the Alternative Educational Academy of Ogemaw County or a request can be sent to the attention of the FOIA Director:

Losco RESA Superintendent, (989) 362-3006, ext. 130.

NETWORK/INTERNET ACCESS AGREEMENT FOR STUDENTS

Please read this document carefully before signing. The signature(s) at the end of this document are legally binding and indicate(s) that the signing party(ies) has (have) read all of the terms and conditions of this policy carefully and understand(s) their significance.

The purpose of this agreement is to establish guidelines for access by student to the Internet and approved electronic mail (hereinafter referred to as the "Network"). Access to the Network is provided to the student for educational purposes and to assist in advancing the curriculum and to enhance lesson plans.

In exchange for the privilege of using the Network, the undersigned agree(s) as follows:

The student and his or her parents and/or guardians acknowledge that **it is not possible for the school to restrict access to all controversial or objectionable material** on the Network.

The student and his or her parents acknowledge that the student does not have an expectation of privacy in his or her use of the school's Network or any part of it. **The school reserves the right to monitor the Network, including but not limited to Internet use and approved electronic mail.**

Network access is provided for educational use by the student. Use of the Network for commercial purposes unapproved web based electronic mail or other unauthorized purposes are expressly forbidden.

Network resources (**Edmentum**) are intended for use exclusively by registered users. The student is responsible for the use of his/her account password and access privileges. Any problems that arise from the use of his/her account are the responsibility of the Student. **Use of an account by someone other than the account holder is forbidden and may result in loss of credit, access privileges, or dismissal from the program.**

The use of the Network is a privilege, which may be revoked by the school at any time and for any reason. **Any misuse of Network access privileges may result in suspension or revocation of access privileges and/or other disciplinary action as determined by the director. Misuse**

includes but is not limited to the following;

1. Intentionally accessing or attempting to access files, data, or information without authorization.
2. Impersonating another user on the Network.
3. Activity which is detrimental to the stability and security of the Network, including but not limited to the intentional or negligent introduction of computer viruses and vandalism or abuse of hardware or software.
4. The transmission or voluntary receipt of material which would constitute a violation of federal or state law, including, but not limited to, copyrighted material; harassing, abusive, threatening, sexually explicit or obscene material; material protected as a trade secret; defamatory statement; material which would constitute an invasion of race, national origin, religion, height, weight, age and disability.
5. Use of recreational programs or communications during the school day.
6. Installing, downloading, copying or using copyrighted software without proper authority.
7. Intentionally interfering with the use of the Network by others.
8. Intentionally wasting Network resources such as disk space, printer ink or paper.
9. Unapproved web based electronic mail.
10. Disclosing personal information on other students.

The school does not warrant that the Network will meet any specific requirements that the student may have, that service will not be interrupted or that information obtained on the Network will be accurate or complete. **The school will not be liable for any direct or indirect, incidental or consequential damages (including but not limited to lost data, information or time)** sustained or incurred in connection with use of inability to use the Network by the Student. Use of the Network and any information or data obtained through the use of the Network is at the users own risk.

The student agrees to delete messages from his or her personal mailbox on a regular basis in order to avoid unnecessary use of disk space.

The student may not transfer files, shareware or other software from the Internet or electronic bulletin board services. The student will be liable to pay any costs or fees incurred as a result of any transfers without express permission from the director regardless of whether the transfer was intentional or accidental.

Users violating any provisions of this Network Access Agreement face disciplinary action. The school reserves to itself discretion to determine appropriate discipline and will consider the nature and severity of the violation. Possible disciplinary actions include:

1. Suspension or revocation of Network access.
2. Requiring additional training as a precondition to continued use of the Network.
3. Financial restitution for any unauthorized expenses or damages.
4. Confiscation of inappropriate materials.
5. Additional disciplinary action consistent with the student handbook.

In addition, the school may refer matters to appropriate law enforcement authorities. Nothing herein

shall be construed as providing that the school must find a violation of the agreement in order to suspend or revoke the access privileges of a student. Use of the Network is a privilege and not a right, and the school reserves discretion to suspend or revoke access privileges for any reason or for no reason.

DIRECTORY INFORMATION (FERPA) – PARENTAL RIGHTS

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that The Alternative Ed Academy, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, The Ogemaw Academy may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Ogemaw County Academy to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists
- Graduation programs
- Sports activity sheets, such as for wrestling, showing weight and height of team members.
- Recognition of your child on the schools website, ex. Student of the Month (This could include a picture).

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information:

*Names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want the Ogemaw Academy to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing within one week following enrollment or simply initial under the FERPA omission statement in the student handbook.

Parental rights under the protection of pupil rights amendment (PPRA)

The Alternative Educational Academy of Ogemaw County will only survey students through mail delivery. Parents will be afforded the right to have their child answer only the questions that they deem appropriate. PROPOSED POLICY

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit to a survey that concerns one or more of the following

protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Ed (ED)-

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

Receive notice and an opportunity to opt a student out of -

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

Inspect, upon request and before administration or use -

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

These rights transfer to from the parents to a student who is 18 years old or an emancipated minor under State law.

The Ogemaw Academy will develop and adopt policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. The Ogemaw Academy will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. The Academy will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. The Academy will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

Collection, disclosure, or use of personal information for marketing, sales or other distribution.

Administration of any protected information survey not funded in whole or in part by ED.

Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, S.W. Washington, D.C. 20202.

Alternative Educational Academy of Ogemaw County Board Meeting
9:00 a.m.-Michigan Works Service Center in West Branch, MI
Agenda-August 12, 2024

1. Call to Order
2. Roll Call
3. Mission and Vision 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.

“Recognizing Unlimited Potential”

5. Appointment of Board Trustee
 - a. Trustee term July 1, 2024-June 30, 2027 (ME)
 - b. Trustee term July 1, 2024-June 30, 2027 (TZ)
6. Election of Officers
 - a. President
 - b. Vice-President
 - c. Secretary/Treasurer
7. Oath of Office
8. Additions to Agenda
9. Approval of Agenda
10. Approval of Minutes from June 10, 2024
11. Discussion Items:
 - a. Summer Updates
 - i. Summer Session
 - ii. Manual Updates
 - iii. Curriculum Updates
 - iv. Skyward
 - v. Munetrix
 - vi. IEE/MICIP
 - vii. Building Improvements
 - b. Staffing
 - c. Current Enrollment
 - d. Enrollment Process
 - e. CTE Enrollment

- f. Charter Contract
- 12. Personnel Action Items:
 - a. Math Tutor
- 13. Discussion Items with Action:
 - a. 2024-2025 Meeting Schedule
 - b. 2024-2025 Handbook
 - c. 2024-2025 Curriculum
 - d. 2023-2024 4th Quarter Account Activity
- 14. Future Meeting Date – September 9, 2024
- 15. Community Input
- 16. Board comments
- 17. Adjournment

**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

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RESOLUTION
&
REAUTHORIZING RESOLUTION

C.O.O.R. Intermediate School District

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

WHEREAS, the Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District ("C.O.O.R. 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 C.O.O.R. 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 C.O.O.R. 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 C.O.O.R. 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 C.O.O.R. 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 C.O.O.R. 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 C.O.O.R. 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 C.O.O.R. ISD Board approves the form of the Contract and related documents as submitted to and reviewed by the C.O.O.R. ISD Board;
 - b. The C.O.O.R. ISD Board approves and authorizes the issuance of the Contract and related documents and authorizes the Superintendent, as the C.O.O.R. ISD Board Designee, to execute the Contract and related documents issued by the C.O.O.R. ISD Board to the Academy, provided that, before execution of the Contract, the C.O.O.R. 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 C.O.O.R. ISD Board, with the only changes being those made by the C.O.O.R. ISD Board's Designee in consultation with legal counsel for the C.O.O.R. ISD Board that are in the best interests of the C.O.O.R. ISD Board.
 - (3) The C.O.O.R. ISD Board Designee may agree to the following terms:
 - Terms of Contract. If the C.O.O.R. 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 C.O.O.R. ISD Board's method of selection resolution.

I, the undersigned, as Secretary of the C.O.O.R. ISD Board of Education, do hereby certify the foregoing Resolution was adopted by the C.O.O.R. ISD Board of Education at a public meeting held on the eleventh day of May, 2022, with a vote of 5 for, 0 opposed, 0 abstaining, and 2 absent.

By: Ryn Sperry
C.O.O.R. 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

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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:

5/12/22

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:

8/22/22

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CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION

202

fees paid
CK 42088 4/14/14

RECEIVED ALTERNATIVE EDUCATIONAL ACADEMY FILED
OF OGEMAW COUNTY

APR 18 2014

(A Nonprofit Corporation)

APR 21 2014

CORPORATIONS DIVISION

BY ADMINISTRATOR
CORPORATIONS DIVISION

ARTICLES OF INCORPORATION

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-Oscodao-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

- 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 13th day of June.



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: Alyson Hayden

Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: August 30, 2022

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

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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

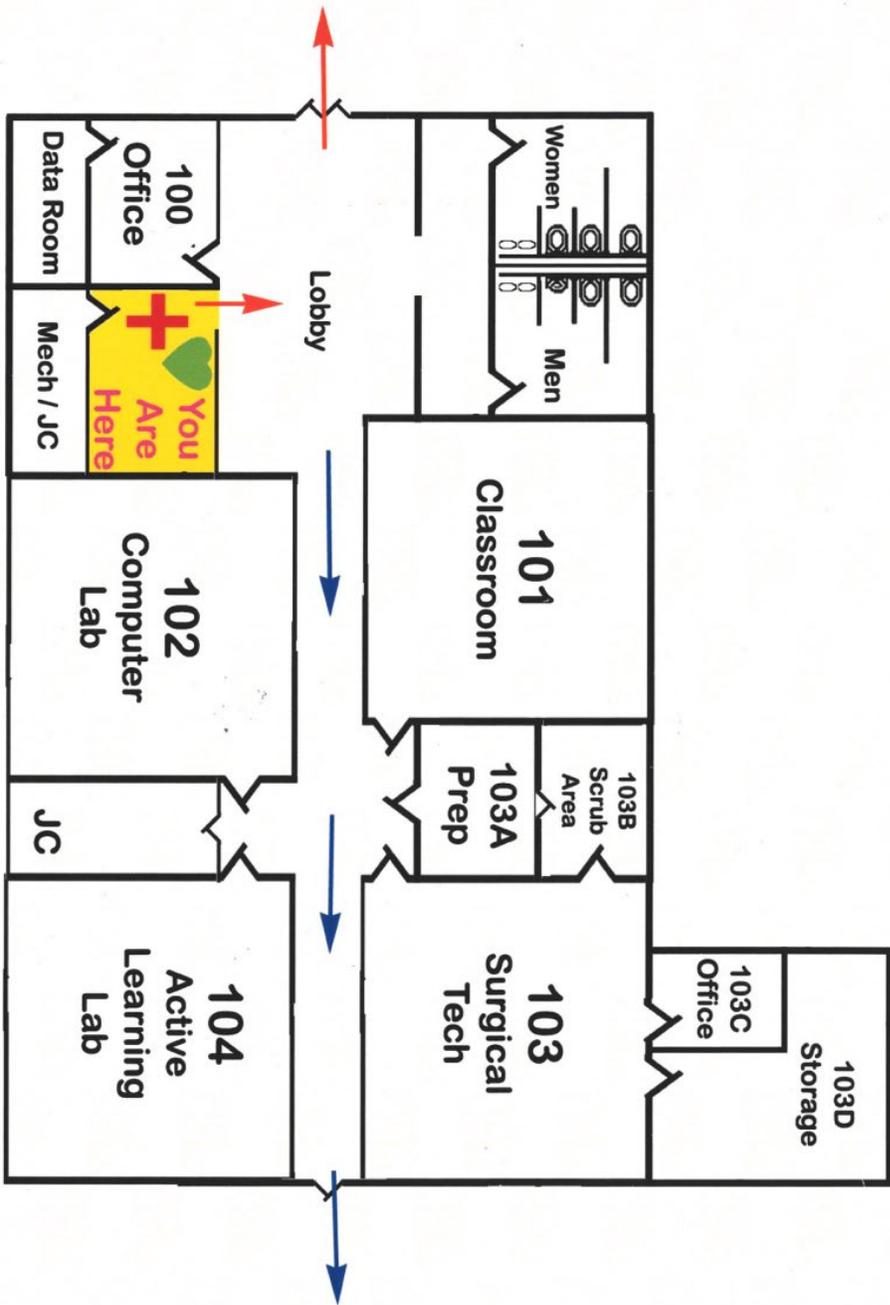
4. In addition, the Academy and the COOR ISD Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school strict discipline academy in this state until it has obtained the necessary fire, health 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



 First Aid Kit

 AED

 Primary Route

 Alternate Route

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.

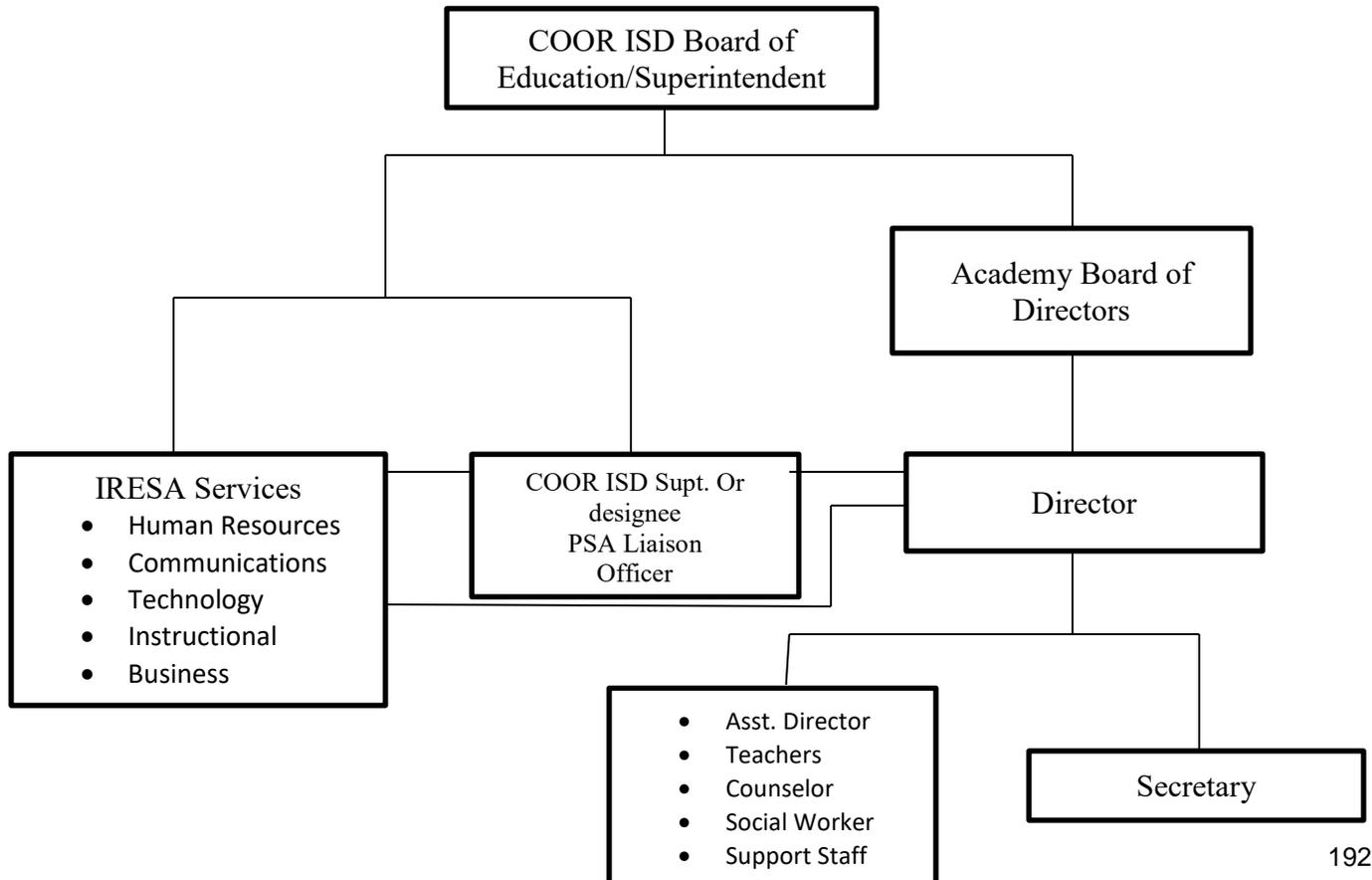
SECTION A
GOVERNANCE STRUCTURE

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

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	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.

Alternative Educational Academy of Ogemaw County Board Meeting
9:00 a.m.-Michigan Works, West Branch, MI
Minutes-June 10, 2024 DRAFT

Location: Michigan Works Service Center
2389 S. M-76
West Branch MI, 48661

9:01 Call to Order by Tina Williams

Roll Call

Board Present: Mark Berdan, Gail Hughey, Lisa Bolen, Mike Ehinger

Staff Present: Tina Williams

Guest Present: Shawn Petri

Mission and Vision statement read aloud.

Additions to Agenda:

none

Approval of Agenda:

Motion by Lisa Bolen; Second by Mark Berdan to approve agenda as presented

Motion passes 4-0

Approval of Minutes from May 13, 2024:

Motion by Mark Berdan; Second by Lisa Bolen to approve the minutes.

Motion passes 4-0

Discussion Items:

- a. Tina shared general updates including:
 - i. The publishing of the new website through Apptegy
 - ii. Summer school will be available to AEA students for 9 weeks Tuesday-Thursday, 8:00-2:00
 - iii. We are continuing to work through challenges with the Qmaliv Skyward program as we report EOY data and TSDL
 - iv. Graduation went well; Mark suggested a better sound system for next year.
- b. Tina reviewed current staffing levels
- c. Current Enrollment was discussed; WB-RC (54), WP (34), Other (59)/total 147
- d. Enrollment process was discussed; No concerns noted

Personnel Action Items:

- a. Motion by Mark Berdan; Second by Gail Hughey to approve the posting for a fulltime
Motion passes 4-0
- b. Motion by Lisa Bolen; Second by Mike Ehinger to approve the posting for an Apprentice
Teacher.
Motion passes 4-0

Discussion with Action Items:

- a. Motion by Mark Berdan; Second by Gail Hughey to approve the 2023-2024 Final Budget Amendment
Yeas: Ehinger, Berdan, Hughey, Bolen
Nays: none
Motion passes 4-0
- b. Motion by Mark Berdan; Second by Lisa Bolen to approve the 2023-2024 Final Food Service Budget Amendment.
Yeas: Hughey, Bolen, Berdan, Ehinger
Nays: none
Motion passes 4-0
- c. Motion by Gail Hughey; Second by Lisa Bolen to approve the 2024-2025 Proposed General Budget.
Yeas: Berdan, Hughey, Bole, Ehinger
Nays: none
Motion passes 4-0
- d. Motion by Gail Hughey; Second by Mike Ehinger to approve the 2024-2025 Proposed Food Service Budget.
Yeas: Ehinger, Berdan, Bolen, Hughey
Nays: none
Motion passes 4-0

Next meeting: August 12, 2024 9:00 a.m. at Michigan Works

Community Input

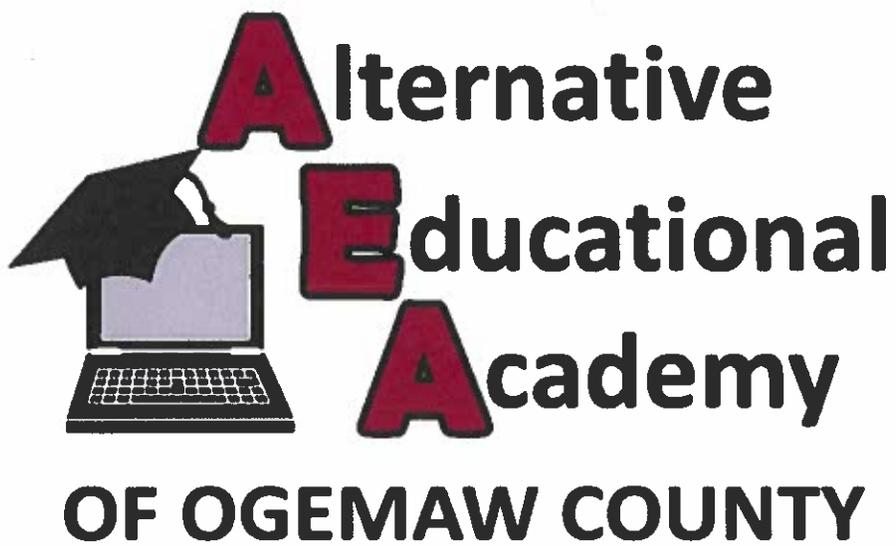
NEMCSA- State Emergency Relief \$ running out by June 21st

Board Comments

none

Adjourned at 9:52 a.m.

Minutes respectfully submitted by Tina Williams



Alternative
Educational
Academy
OF OGEMAW COUNTY

STUDENT/PARENT HANDBOOK

2024-2025

The Alternative Educational Academy of Ogemaw County is a public school academy authorized by C.O.O.R. ISD and is located on two campuses:

WEST BRANCH Learning Lab 2479 South M-76 West Branch, MI 48661 (989) 343-9070 (989) 343-9080	Gladwin Michigan Works! Learning Lab 110 Buckeye St Gladwin, MI 48624 (989) 426-8571 Ext. 1320
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MISSION STATEMENT

The mission of the Alternative Educational Academy of Ogemaw County 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.

VISION STATEMENT

"Recognizing Unlimited Potential"

ALTERNATIVE EDUCATION

Alternative Education is designed to serve 12- to 22-year-olds (grades 6-12) who, for any number of reasons, have fallen behind in traditional high school or have dropped out of school. Special areas of service include: life-competency skills, vocational education, and remediation. Credits for Alternative Education may be transferred from previous high schools or vocational schools. Credits will be evaluated according to the standards established by the Academy Board of Education.

GRADUATION REQUIREMENTS

NINETEEN (19) CREDITS ARE REQUIRED FOR GRADUATION

1. Four (4) credits in English
2. Four (4) credits in mathematics.
3. Three (3) credits in science.
4. Three (3) credits in social studies.
5. One (1) credit in health education
6. One (1) credit in visual, performing or applied arts.
7. Two (2) credits in world language
8. One (1) credit in college & career readiness (required for cohort 2025 and after)
9. Must have taken all portions of the State of Michigan's 11th grade Michigan Merit Exam

NO STUDENT WILL BE ALLOWED TO GRADUATE BEFORE THEIR COHORT CLASS.

Students who enter the program may not graduate before their cohort class has graduated. The cohort class is determined by adding four years or eight semesters to the time the student enrolled in grade 9.

COURSES OFFERED

All students enrolled in the Alternative Educational Academy of Ogemaw County will be enrolled in virtual courseware **through Edmentum, Exact Path, or Centric Learning**. Coursework will be completed by the student at home on the Internet and/or at the AEA learning lab.

Language Arts: English 6, English 7, English 8, English 9, English 10, English 11, English 12, Advanced English

Math: Math 6, Math 7, Math 8, Pre-Algebra, Algebra I, Geometry, Algebra II, Integrated Math, Consumer Math, Financial Math, Probability and Statistics

Social Studies: Social Studies 6, Social Studies 7, Social Studies 8, U.S. History, World History, World History Survey, World Geography, Government, Economics

Science: Science 6, Science 7, Science 8, Biology, Chemistry, Physics, Integrated Chemistry and Physics, High School Earth and Space Science

Arts: Art History and Appreciation

Health: Health, Physical Education

World Languages: Spanish I, Spanish II

Electives: Academic Success, Essential Career Skills, Career Explorations

CTE (online): Architecture & Construction, Graphic Design & Illustration, Accounting, Principles of Health Science, Computer Programming, Principles of Information Technology, Law-Public Safety-Corrections & Security, Principles of Engineering & Technology, Game Development, Agriculture-Food & Natural Resources, Professional Photography, Principles of Business-Marketing & Finance, Child Development & Parenting, Applied Medical Terminology, Principles of Hospitality & Tourism, Principles of Manufacturing, Marketing-Advertising & Sales, Drafting & Design, Principles of Transportation-Distribution & Logistics, Audio/Video Production, Culinary Arts, Digital Interactive Media, Entrepreneurship, Introduction to Android Mobile App Development, Introduction to iOS Mobile App Development, Sports and Entertainment Marketing, Robotics, Principles of Human Services, Introduction to Cybersecurity, Web Technologies, Principles of Education and Training, Principles of Government and Public Administration

Project-based Pilot: Centric Learning Online Curriculum

*Courses may be modified to meet the needs and educational level of the student.

TESTING-OUT OF COURSES

The Alternative Educational Academy of Ogemaw County will grant credit for a course if a student demonstrates reasonable mastery of the subject matter by completing the End Of Semester exam and earning a score of 77% or higher. Students must schedule test-out exams with their teacher-mentor and are required to take the exam at the learning lab.

CAREER TECH CENTER

AEA students have the opportunity to participate in the Career Technical Education options offered by C.O.O.R. ISD. The following programs are available to students who are at a junior or senior grade level.

Automotive Technology

Cosmetology

Medical Occupations

Welding

Public Safety

Recreational Engines

DUAL ENROLLMENT

AEA students in grades 9 through 12 may take up to ten postsecondary courses. The AEA **may** assist students in paying tuition and fees for courses at Michigan public or private colleges or universities. Students can qualify for dual enrollment by taking one of the following assessments: PSAT, PLAN, EXPLORE ACT, or MME. Students interested in dual enrollment, should discuss this opportunity with their teacher-mentor.

GRADING SYSTEM

The evaluation of student achievement is one of the most important functions of the teacher. The accepted marking system is as follows:

CR - Credit
NC - No Credit
I - Incomplete
W – Withdrawal

GRADE LEVEL

AEA students are assigned to their grade level according to Michigan Merit Curriculum credits earned, not age or previous grade level. The grade levels and credit equivalencies at the Alternative Educational Academy of Ogemaw County are:

9th Grade: 0-4 credits
10th Grade: 4.5-9 credits
11th Grade: 9.5-13.5 credits
12th Grade: 14-19 credits

HIGH SCHOOL EQUIVALENCY

Students, ages 18-22, may prepare for the GED exams at the Alternative Educational Academy. If it is determined the best educational option, students will be enrolled in online GED preparatory courses. Students wishing to take the GED subject area exams, must first pass the subject area pre-test. Upon passing each official subject area exam, students will be awarded 1.0 high school credit. To earn a State of Michigan High School Equivalency diploma, students must pass all four subject area exams: Math, Language Arts, Social Studies, and Science.

RECORDS RETENTION

The Alternative Educational Academy of Ogemaw County uses the Records Retention and Disposal Schedule for Michigan Public Schools for the management of student, public, pupil accounting records.

AEA ENROLLMENT POLICY

The Director of Alternative Educational Academy has discretionary power in the case of transfer students or previously homeschooled students in relation to number of credits needed, program direction, **placement**, and attendance at AEA learning centers.

ACADEMIC GUIDANCE SERVICES

All students enrolling in classes will be advised by AEA staff. At the initial enrollment there will be an evaluation of the credits and scheduling of the courses needed to earn a diploma. The director, teaching staff, and School Success liaison are available throughout the year to assist the student with any problems that may arise. Our staff is eager to make your educational experience a successful one, so please do not hesitate to call on us for help.

RESIDENCY

A student must meet the following requirements:

- Reside in the state of Michigan
- Be out of school. If enrolled in a school, the Academy must be determined the best educational environment for the student.

REQUIRED DOCUMENTATION: birth certificate

The AEA, according to the Revised School Code, section 1135, requires the person enrolling a new student for the first time to provide either a certified copy of the pupil's **birth certificate** or any other reliable proof of identification and age along with a notarized affidavit explaining the inability to produce a copy of the child's birth certificate.

The pupil's identity and birth may be verified through a variety of documents, including:

1. Birth certificate/copy of birth certificate
2. Baptismal certificate (indicating date/place of birth)
3. Court records
4. Governmental records (county, military, immigration)
5. **Hospital records with a sworn statement**
6. Family records (passport)
7. Life insurance policy

ATTENDANCE REQUIREMENTS

Students are required to log in and complete assignments in their classes a **minimum** of two times per week. Students must also have weekly, two-way **academic** communication with their on-site teacher/mentor at the Alternative Educational Academy of Ogemaw County. The two-way communication can be achieved through email, phone, text, Facebook messenger, face-to-face conversation, virtual meeting, or through the Plato/e2020 discussion boards. The communication must between Wednesday and Tuesday of each week school is in session.

The AEA of Ogemaw County requires students to be placed in the appropriate attendance tier to support their academic success. Students will be placed in their attendance tier by their teacher-mentor. Students may be moved to a different tier depending on their current success, academic standing, teacher-mentor communication, and attendance history.

TIER THREE	Student is required to attend the learning lab for 3-5 days per week	Requirements for ALL Tiers: <ul style="list-style-type: none"> • WEEKLY progress in your coursework. • WEEKLY two-way communication with your teacher • Lab attendance for mandatory assessments
TIER TWO	Student is required to attend the learning lab 2 days per week	
TIER ONE	Student is required to attend the learning lab 1 day per week	
TIER ZERO	Student is not required to attend the learning lab, except for mandatory testing (NWEA, MSTEP/PSAT/SAT/ACT/MME)	

Students who fail to log in to their classes and do not contact their teacher/mentor for two consecutive weeks will be at risk of losing their AEA enrollment. Should this occur, a drop warning will be sent in the mail informing the student and family that the student will be withdrawn from the AEA after 5 business days. Students under the age of 18, will be considered truant and truancy proceedings may commence consistent with state law.

End of Semester Exams

AEA students complete their coursework at their own pace, individualizing their educational experience to best fit the needs of each student. Because each student completes courses at different times throughout the year, End of Semester exams must be scheduled with their teacher/mentor. End of Semester exams may be taken when all course assignments (tutorials, discussions, mastery tests, post-tests, and activities) are completed and approved by the teacher/mentor. Students will be proctored by an Alternative Educational Academy of Ogemaw County staff member either in person or online as they take their exam. An End of Semester exam score of 60% or higher is required for course credit to be issued.

Michigan General School Laws - Section 1561

Every parent, guardian or other person in the State of Michigan, having control and charge of any child between the ages 6 and 18 years, shall be required to send such child, equipped with proper textbooks necessary to pursue his or her school work, to the public school during the school year, and such attendance shall be continuous and consecutive for the school year fixed by the district in which the child is enrolled; provided, that in School Districts which maintain school during the entire year and in which the school year is divided into quarters, no child shall be compelled to attend the public schools more than three quarters in any one year, but the absence of no child shall be permitted for any two consecutive quarters.

It shall be the duty of the attendance officer of the district, whenever notified by the teacher, superintendent, or other person of violations of this act, and the county attendance officer, when notified by the county superintendent of schools, to investigate all cases of non-attendance at school, and if the children complained of are not exempt from the provisions of this chapter under the conditions named in²²⁴ section 1561, then the attendance officer shall immediately proceed as provided hereinafter in this chapter. When a child has been repeatedly absent from school without valid excuse or is failing in school

work or gives evidence of behavior problems and after attempts to confer with the parent or other person in parental relationship to such child have failed, the county superintendent of school may request the attendance officer to notify such parent or other person in parental relationship by registered mail to come to the school or to a place designated by him at a time specified to discuss the child's absence or failing work or behavior problems with the proper school authorities.

RE-ENROLLMENT OF PREVIOUS AEA STUDENTS

Students who were previously enrolled at the Alternative Educational Academy are not guaranteed re-enrollment when dropped for inactivity or lack of communication with their teacher-mentor. Re-enrollment will occur at the discretion of AEA staff and may include a probationary period of 30 days to determine if the AEA is the best educational placement for the student.

TRANSPORTATION

The Alternative Educational Academy is not responsible for providing transportation for students to attend the learning labs; However, the AEA will assist students and families in finding appropriate transportation options.

The AEA of Ogemaw County has one school van available for student transportation during field trips and other special events. Students under 18 years of age must have a signed permission slip on file to ride in the school van.

Students may drive their personal vehicle to school. Students under 18 years of age may not leave school in another student's vehicle without written permission from their parent or guardian.

SCHOOL CLOSINGS OR DELAYS

If school is unexpectedly closed, the cancellation will be posted on the school Facebook page, a phone call or text message will be sent to the student and/or parent phone number on file, and the public transit will be notified to not transport students to the learning centers. Severe weather closings or delays coincide with Ogemaw Heights High School for the West Branch learning lab and Gladwin Schools for the Gladwin learning lab. Remember: Even if the labs are closed, students will still be able to access their coursework online from another location and are expected to do so.

SCHOOL CALENDAR 2024-2025

Aug 8: Last Day of Summer Session

Aug 19: Staff Return

Aug 26: School Begins

Aug 30 – Sept 2: No School

**Oct 25: AEA labs open for ½ day, closing
at 12:00**

Nov 15: No School

**Nov 22: AEA labs open for ½ day, closing
at 12:00**

Nov 27-29: No school, Thanksgiving

**Dec 13: AEA labs open for ½ day, closing
at 12:00**

Dec 21-Jan 3 : Winter Break

**Jan 31: AEA labs open for ½ day, closing
at 12:00**

Feb 28: AEA labs open for ½ day, closing at 12:00

Mar 14: AEA labs open for ½ day, closing at 12:00

Mar 24–Mar 28: Spring Break

Apr 25: AEA labs open for ½ day, closing at 12:00

Apr 18: No School

May 1st & 2nd: School Closed

May 16: AEA labs open for ½ day, closing at 12:00

May 26: No School-Memorial Day

June 6: Last Day of School

June 10: Summer Session Begin

ILLNESS

If a decision is made that the student should be sent home, parents of students under 18 will be notified. No medical service, other than emergency first aid, will be given by school personnel. If, in our professional judgment, it is necessary to transport your student by ambulance to a medical facility, it will be the financial responsibility of the student/parent.

NOTIFICATION TO PARENTS ON BLOOD-BORNE PATHOGENS

The District is subject to Federal and State regulations to restrict the spread of hepatitis B virus (HBV) and human immune deficiency virus (HIV) in the workplace. These regulations are designed to protect employees of the District who are, or could be exposed to blood or other contaminated bodily fluids while performing their job duties. Because of the very serious consequences of contracting HBV or HIV, the District is committed to taking the necessary precautions to protect both students and staff from its spread in the school environment. Part of the mandated procedures includes a requirement that the District request the person who was bleeding to consent to be tested for HBV and HIV. The law does not require parents or guardians to grant permission for the examination of their child's blood, but it does require the District to request that consent. Although we expect that incidents of exposure will be few we wanted to notify parents of these requirements ahead of time. That way, if the situation does develop you will understand the reason for our request and will have had an opportunity to consider it in advance. These are serious diseases, and we sincerely hope that through proper precautions and cooperation we can prevent them from spreading. If you have any questions or concerns, please contact the Academy Director.

IMMUNIZATIONS

For a student entering the District for the first time and entering 7th grade, a parent must provide the school with a certificate stating that the student has received at least 1 dose of an immunizing agent against each disease specified by the Michigan Department of Health and Human Services (MDHHS) or other responsible agency or documentation of an applicable approved exemption.

The student's parent must provide the certificate or documentation at the time of registration, or no later than the first day of school. A parent of a student who has not received all doses of any required immunizing agent must provide the school an updated immunization certificate demonstrating that the immunizations have been completed as required by the MDHHS. The updated certificate must be provided within 4 months of the student entering the District for the first time and upon entering 7th

grade. A student may not attend school unless the parent provides evidence of immunizations or exemptions consistent with school policy and state law.

STUDENT RIGHTS AND RESPONSIBILITIES

Individual rights relate to individual responsibilities and must be seen in relation to the safety, health and welfare of all students in each school. Expectations of student conduct should be kept within the bounds of reasonable behavior expected of all members of the community. Students should have freedom and encouragement to express their individuality in school, as long as their conduct does not intrude upon the freedom of others. This applies especially to the freedom of fellow students to receive instruction. There must be a balance between individual freedom and the orderly operation of a classroom. All students should recognize the consequences of their language, manners, and actions toward each other and school staff. Students need to understand that they benefit from an orderly school operation and, as members of the school community, acknowledge their responsibility to promote a good learning environment. If a student feels unsafe or is threatened, the student or their parent/guardian should contact the director.

INDIVIDUALS WITH DISABILITIES

The American's with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act provide that no individual will be discriminated against on the basis of a disability. This protection applies not just to the student, but to all individuals who have access to the District's programs and facilities.

A student can access special education services through the proper evaluation procedures. Parent involvement in this procedure is important and required by Federal Individuals with Disabilities Education Act (IDEA) and State law. Contact the AEA at (989) 343-9070 to inquire about evaluation procedures and programs.

ELECTRONIC DEVICES

Electronic communication devices may be used during break time and during lunch. These devices are not necessary in school, but rather, a privilege. In the event that any device creates a disturbance to the educational process (i.e. phone calls, texting, use of social media, video calls, etc...) the device may be confiscated until the parent is able to come to the school to discuss the matter. If a second infraction occurs, further disciplinary action will be taken.

Phone calls may not be taken in the classroom. We ask that parents refrain from making cell phone calls, sending emails, text messages or instant messages to students during learning time. If you need to reach your child during the school day, you may call the school at (989) 343-9070 (West Branch) or (989) 426-8571 (Gladwin).

CODE OF STUDENT CONDUCT

The Alternative Educational Academy is dedicated to creating and maintaining a positive learning environment for all students. Teachers, administrators, parents, and students must assume a responsible role in promoting behavior that enhances academic and social success. Courteous,

respectful, and responsible behavior fosters a positive climate for the learning community. The Code of Student Conduct sets forth student rights and responsibilities while at school and school-related activities, and the consequences for violating school rules. When determining the appropriate response to student misconduct, school officials may use intervention strategies and/or disciplinary actions, depending upon the severity or repetition of misconduct; age and grade level of the student; circumstances surrounding the misconduct; impact of the student's misconduct on others in the school community, and any other relevant factors.

WHEN AND WHERE THE CODE OF STUDENT CONDUCT APPLIES:

The Code of Student Conduct applies before, during, and after school:

- When a student is at school.

"At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle (including public transit transportation to/from school), or at a school-sponsored activity or event, whether or not it is held on AEA or other school premises;

- When a student's conduct at any other time or place has a direct and immediate effect on maintaining order and discipline, or on protecting the safety and welfare of students or school district staff; and
- When a student is using school telecommunications networks, accounts, or other district services.

VIOLATIONS OF THE CODE OF STUDENT CONDUCT:

Student misconduct is classified into three levels. The definitions of misconduct at each level are not all-inclusive, but only representative and illustrative. A student who commits an act of misconduct not listed herein is nonetheless subject to disciplinary action. Ultimately, the Student Code of Conduct is meant to be a guide and is subject to the discretion of administration and the Board.

School district staff may use intervention strategies such as teacher/student conferences, auxiliary staff/student intervention, and teacher/parent/guardian contacts for Level I and Level II violations. The staff will refer Level III violations directly to school administrator, because of the serious and/or unlawful nature of the misconduct. At the option of school administrators, a student accused of any violation of the Code of Student Conduct may be referred to a social worker or counselor, in conjunction with or in lieu of other disciplinary procedures. Where the misconduct is subject to mandatory discipline under state law, however, the school board will act to impose any mandatory sanctions.

Administration will, as required or permitted by state law, always consider the use of restorative practices as an alternative to, or in addition to suspension or expulsion. Nothing in the following table limits the District's ability to impose more or less severe disciplinary consequences depending on the situation's unique circumstances and the following factors:

1. the student's age;
2. the student's disciplinary history;
3. whether the student has a disability;
4. the seriousness of the behavior;
5. whether the behavior posed a safety risk;
6. whether restorative practices will be used to address the behavior; and

7. whether a lesser intervention would properly address the behavior.

Nothing in this handbook limits the District's authority to discipline a student for conduct that is inappropriate in school, but that is not specifically provided in this table. Depending on the circumstances of a particular situation, separate athletic or extracurricular sanctions may be imposed, in accordance with the applicable handbook or rules.

SEPARATION FROM LEARNING LAB:

A separation from the learning lab occurs when a student is separated for one (1) school day, up to and including (10) school days and may not physically attend any of the AEA learning labs. During a separation from school, the student is expected to continue attending virtually in their online courses from another location.

SHORT-TERM SUSPENSION:

A short-term suspension occurs when a student is suspended for one (1) school day, up to and including ten (10) school days. During a short-term suspension, the student's rights and privileges of attending school, including extracurricular activities, are suspended.

LONG-TERM SUSPENSION:

A long-term suspension is when a student is suspended for more than ten (10) school days but fewer than sixty (60) days. During a long-term suspension, the student's rights and privileges of attending school, including extracurricular activities, are suspended.

EXPULSION:

An expulsion occurs when the school district's board of education removes the student from school for sixty (60) or more school days.

LEVELS I, II, AND III VIOLATIONS

Depending on severity or repetition, a Level I violation may be reclassified as a Level II or Level III violation.

LEVEL I VIOLATIONS:

1. Cheating/Academic Misconduct

A student will not plagiarize, cheat, gain unauthorized access to, or tamper with educational materials. Discipline under this section may result in academic sanctions in addition to other discipline.

2. Defacement of Property

A student will not willfully cause defacement of, or damage to, property of the school or others. Actions such as writing in school textbooks or library books, writing on desks or walls, carving into woodwork, desks, or tables, and spray-painting surfaces are acts of defacement.

3. Disorderly Conduct

A student will not harass others or misbehave in a manner that causes disruption or obstruction to the educational process. Disruption caused by talking, making noises, throwing objects, or otherwise distracting another, among other behavior, constitutes disorderly conduct. Behavior is considered disorderly if a teacher is prevented from starting an activity or lesson, or has to stop instruction to address the disruption.

4. Inappropriate Displays of Affection

Students will not engage in inappropriate displays of affection, such as kissing or long embraces of a personal nature.

5. Inappropriate Dress and Grooming

A student will not dress or groom in a manner that disrupts the educational process or is detrimental to the health, safety or welfare of others. A student will not dress in a manner that is disruptive to the extent that it interferes with the learning and teaching process. For example, students may not wear clothing that depicts the confederate flag, swastika, drugs, alcohol, or that is culturally insensitive.

6. Insubordination/Unruly Conduct

A student will not ignore or refuse to comply with directions or instructions given by school authorities. Refusing to open a book, write an assignment, work with another student, work in a group, take a test or do any other class or school-related activity not listed here.

7. Leaving School without Permission

A student will not leave the school building, classroom, cafeteria, assigned area, or campus without permission from authorized school personnel.

8. Negligent or Improper Operation of a Motor Vehicle

A student will not negligently operate a motor vehicle on school property, so as to endanger the property, safety, health, or welfare of others. Because of our proximity to local businesses, this includes revving of engines and excessively loud music.

9. Possession of Inappropriate Personal Property

A student will not possess personal property that is prohibited by school rules or that is disruptive to teaching and learning, including but not limited to pornographic or obscene material, laser lights, personal entertainment devices etc.

10. Profanity and/or Obscenity toward Students

A student will not orally, in writing, electronically, or with photographs or drawings, direct profanity or insulting, obscene gestures toward any other student or staff member

11. Sexual Harassment (Level I)

A student will not use words, pictures, objects, gestures, or other actions relating to sexual activity or a person's gender that cause embarrassment, discomfort, or a reluctance to participate in school activities.

12. Smoking

A student will not smoke, use tobacco, or possess any substance containing tobacco in any area under the control of a school district, including all activities or events supervised by the school district.

13. Vaping

A student, regardless of age, will not use or possess vaping devices in any area under the control of the school district, including all activities or events supervised by the school district.

14. Tardiness

A student will not fail to be in his or her place of instruction at the assigned time without a valid excuse.

15. Technology Abuse

A student will not violate the district's "Technology Use Guidelines."

SCHOOL RESPONSES TO LEVEL I VIOLATIONS:

School administrators and staff may use appropriate intervention strategies, as determined by local district policies including, but not limited to, staff and student/parent conferences, auxiliary staff intervention and counseling programs, student programs for conflict resolution and peer mediation, restorative practices, and programs for anger management and violence prevention. Any of the following intervention strategies and disciplinary actions may be used:

- Administrator/student conference or reprimand
- Administrator and teacher-parent/guardian conferences
- Referrals and conferences involving various support staff or agencies
- Daily/weekly progress reports
- Behavioral contracts
- Change in student's class schedule
- School service assignment
- Confiscation of inappropriate item
- Restitution/restoration
- Before- and/or after-school detention
- Denial of participation in class and/or school activities
- Other intervention strategies, as needed
- Separation from the learning lab from one (1) school day up to and including ten (10) school days
- Out of school suspension
- Law enforcement agency notification

LEVEL II VIOLATIONS:

Depending upon severity or repetition, a Level II violation may be reclassified as a Level III violation.

1. Discrimination, Harassment (including Sexual Harassment), and Bullying

Violating Board policy addressing anti-discrimination, anti-harassment, and anti-bullying.

2. Destruction of Property

A student will not intentionally cause destruction of property of the school or others. Actions that impair the use of something are destructive. Ruining bulletin boards, intentionally clogging the plumbing system, breaking light bulbs or fixtures, and damaging school equipment to the point where repair is necessary are acts of property destruction.

3. Failure to Serve Assigned Detention or Complete a Behavior Contract

A student will not fail to serve an assigned detention of which students and/or parents/guardians have been notified.

4. False Identification

A student will not use another person's identification or give false identification to any school official with intent to deceive school personnel or falsely obtain money or property.

5. Fighting, Inciting Violence, Filming a Fight or Assault, Distributing or Publishing a Fight or Assault Video

A student will not physically fight with another person, incite violence, film a fight or assault, or distribute or publish a fight or assault video.

6. Forgery

A student will not sign the name of another person for the purpose of defrauding school personnel or the Board of Education.

7. Fraud

A student will not deceive another or cause another to be deceived by false or misleading information in order to obtain anything of value.

8. Gambling

A student will not engage in any game of chance or contest wherein money or other items of monetary value are awarded to the winner, except for those games and contests authorized as official school functions.

9. Gang Activity

A student will not, by use of violence, force, coercion, threat of violence, or gang activity, cause disruption or obstruction to the educational process.

Gangs are defined as organized groups of students and/or adults who engage in activities that threaten the safety of the general populace, compromise the general community order, and/or interfere with the school district's education mission.

Gang activity includes:

- a. Wearing or displaying any clothing, jewelry, colors, or insignia that intentionally identifies the student as a member of a gang, or otherwise symbolizes support of a gang.
- b. Using any word, phrase, written symbol, or gesture that intentionally identifies a student as a member of a gang, or otherwise symbolizes support of a gang.
- c. Gathering of two or more persons for purposes of engaging in activities or discussions promoting gangs.
- d. Recruiting student(s) for gangs.

10. Hazing

A student will not haze or conspire to engage in hazing of another. As used in this section, "hazing" includes any method of initiation or pre-initiation into a student organization or any pastime, or amusement, engaged in with respect to such an organization which causes, or is likely to cause, bodily danger, physical harm, personal harm, or personal degradation or disgrace. The term "hazing" does not include customary athletic events or similar contests or competitions.

11. Improper, Negligent, or Reckless Operation of a Motor Vehicle

A student will not intentionally or recklessly operate a motor vehicle, so as to endanger the safety, health or welfare of others on school property.

12. Loitering

A student will not remain or linger on school property without a legitimate purpose and/or without proper authority.

13. Profanity and/or Obscenity toward Staff

A student will not verbally, in writing, electronically, or with photographs or drawings, direct profanity or insulting, obscene gestures toward any school district staff members or adult volunteers.

14. Theft or Possession of Stolen Property

A student will not, without permission of the owner or custodian of the property, take property or have in his or her possession property which does not belong to the student.

15. Verbal or Written Threat

A student will not make a statement that constitutes a threat against a student, employee, other person, or school property.

16. Trespassing

If removed, suspended, or expelled from school, a student will not return to the school premises without permission of the proper school authorities.

SCHOOL RESPONSES TO LEVEL II VIOLATIONS:

Intervention strategies are not limited to those listed herein. Other methods of addressing misconduct may be more appropriate, depending upon the circumstances. Any or all of the following intervention strategies and disciplinary actions may be used:

- Any school response to a Level I violation, listed above;
- Out-of-school suspension (short-term) for one (1) school day, up to and including ten (10) school days.

NOTE: Fighting poses an immediate threat to student safety. In most cases, out-of-school suspension is imposed even for a first offense. The length of suspension will depend on severity or

repetition.

- Recommendation to the school district board of education or its designees for long-term suspension or expulsion
- Law enforcement agency notification
- Denial of driving privileges

LEVEL III VIOLATIONS:

Depending on severity or repetition, a Level I or Level II violation may be reclassified as a Level III.

1. Illegal Substances or Paraphernalia, including Alcohol

A student is prohibited from the possession, sale, attempted sale, distribution, attempted distribution, use, or attempted use of drugs, alcohol, fake drugs, illegal steroids, illegal inhalants, or look-alike drugs.

2. Arson (Starting a Fire)

A student will not purposefully, intentionally, or maliciously set a fire on school property.

If a student commits arson in a school building, on school grounds or other school property, the school board or its designee shall expel the student from the school district permanently, subject to possible reinstatement.

3. Extortion

A student will not make another person do any act against his or her will, by force or threat of force, expressed or implied.

4. False Fire Alarm; Tampering with Fire Alarm System

Unless an emergency exists, a student will not intentionally sound a fire alarm or cause a fire alarm to be sounded, nor will a student falsely communicate or cause to be communicated that a bomb is located in a building or on school property, or at a school-related event. These acts are prohibited, irrespective of the whereabouts of the student. A student will not destroy, damage, or otherwise tamper with a fire alarm system in a school building.

5. Verbal or Written Threat, Including Bomb or Similar Threat

A student will not make a statement that constitutes a threat against a student, employees, other person, or school property.

6. Fireworks

A student will not possess, handle, transmit, conceal, or use any fireworks or firecrackers.

7. Interference with School Authorities

A student will not interfere with administrators, teachers or other school personnel by threat of force or violence.

8. Physical Assault

A student will not intentionally cause or attempt to cause physical harm to another through force or violence. If a student commits a physical assault at school against a person employed by, or engaged as a volunteer or contractor by the school board, then the school board or its designee shall suspend or expel the student from the school district permanently, subject to possible reinstatement.

9. Robbery

A student will not take or attempt to take from another person any property, by force or threat of force, expressed or implied.

10. Theft or Possession of Stolen Property

A student will not, without permission of the owner or custodian of the property, take property or have in his or her possession property that does not belong to the student.

13. Weapons: Dangerous Instruments

A student will not possess, handle, transmit, or use a dangerous instrument capable of harming another person. A "dangerous instrument" means any device intended to cause injury or bodily harm, any device used in a threatening manner that could cause injury or bodily harm, or any device that is primarily used for self-protection. Dangerous instruments include, but are not limited to, chemical mace, pepper gas or like substances; stun guns; BB guns; pellet guns; razors; or box cutters.

14. Dangerous Weapon Possessions

A student will not possess, handle, transmit, or use firearm dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocketknife opened by a mechanical device, iron bar, or brass knuckles.

15. Other Weapons and Lookalike Weapons

A student will not possess, handle, transmit, or use an object that is not a "dangerous weapon," including but not limited to a pellet or air-soft gun, a knife with a blade of 3 inches or less, items intended to look like a dangerous weapon, or similar items.

16. Use of an Object as a Weapon

A student will not use any object to threaten or harm another, regardless of whether injury results.

SCHOOL RESPONSES TO LEVEL III VIOLATIONS:

Any or all of the following intervention strategies or disciplinary actions may be used:

- Any school response to a Levels I or II violation, listed above
- Recommendation to the Board of Education or its designee for long-term suspension or expulsion or permanent expulsion.
- In the event a student is expelled for possession of a dangerous weapon in a weapon-free school zone, arson in a school building or on school grounds, or criminal sexual conduct in a school building or on school grounds, the school board shall ensure that, within three days after the expulsion, an official of the school district refers the individual to the appropriate county legal authority, the DHS or county community mental health agency (MCL 380.1311[4])
- Requesting an emotional, behavioral, and/or chemical dependency evaluation and treatment and/or counseling recommendation. The intervention strategy or discipline may require the student to follow any or all treatment recommendations of the evaluation. The evaluation must be from a source approved by the administration.

Staff Authority

The authority of any member of the school staff extends to all students while on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event, whether or not it is held on school premises.

School Activities

A student who is suspended from school for any reason will not be allowed to participate in, or attend any school activity, regardless of location, during the suspension (including events held by other school districts on weekdays, weekends and/or holidays).

Maintaining Class Progress

When appropriate in the judgment of the director, a suspended or expelled student may maintain academic progress under the terms and conditions set forth by the teacher.

DUE PROCESS PROCEDURES

Short-Term Suspension

Except in extraordinary circumstances, alleged violations of the Code of Student Conduct are initially

handled at the student's school. If a short-term suspension is contemplated, the principal or assistant principal shall provide the student with oral or written notice of the charges or allegations, and an explanation of the evidence or basis for the charges. The student shall be given the opportunity to present an explanation or a differing statement of the facts.

If the misconduct is found, the assistant director may authorize disciplinary action in accordance with this Code of Student Conduct, including short-term suspensions. The student and parent/guardian shall be notified of the circumstances and action taken.

Long-Term Suspension or Expulsion

If recommended by the director, the school's board of education or its designee shall conduct a hearing to determine whether to impose a long-term suspension or expulsion.

The student and parent/guardian shall be notified of the allegation; the recommended disciplinary action; the time, date and location of the hearing; and of their right to attend and participate in the hearing.

The board of education or its designee shall conduct a hearing. The student shall be advised of the alleged violation and be given an explanation of the facts. The explanation may include the written or oral testimony of others.

At the request of the student or the student's parents, the board of education may meet in a closed session to "consider the dismissal, suspension, or disciplining of a student."

The student and parent/guardian may be represented at the hearing by an attorney or other adult at their own cost. Written or oral evidence may be presented at the hearing on behalf of the student.

After the hearing, the Board of Education or its designee shall issue a decision, including a determination of disciplinary action.

Appeal to Board of Education for Reconsideration

A student aggrieved by the decision of the Board of Education may, within five (5) days of receipt of the decision, petition the board of education for the opportunity to request review or reconsideration by the board or its designee. The petition shall be in writing and contain the reasons that the board or its designee's decision should be reviewed or reconsidered. The board of education may grant or deny the request for an appeal or request for reconsideration. If granted, the board shall notify the student in writing of the procedures to be used for the appeal or request for reconsideration.

Interviews of Students by Police or Other Public Agencies

The Alternative Educational Academy of Ogemaw County endeavors to cooperate with law enforcement agencies. Students may be interviewed in school by law enforcement officials. School officials will grant law enforcement interviews with a student after considering the (1) type of incident; (2) seriousness of the incident; (3) age and maturity of the student; (4) relationship of the incident to school and the educational process; and (5) whether time is of the essence.

When practical, school personnel will be present during the police interview, and an attempt will be made to contact the parent/guardian prior to the interview. If the student is a minor and the parent was not present during the interview, the parent/guardian will be notified by the director that an interview has taken place.

Notification to Law Enforcement Agencies

State law requires each school board to comply with the statewide school safety policy adopted by the Superintendent of Public Instruction, Attorney General, and Director of Michigan State Police on October 4, 1999. (MCL 380.1308). The statewide school safety policy requires

the following types of incidents occurring at school be reported to a local law enforcement agency:

Armed Student or Hostage Robbery or Extortion
Suspected Armed Student Unauthorized Removal of Student
Weapons on School Property Threat of Suicide
Death or Homicide, Suicide Attempt
Drive-By Shooting Larceny (Theft)
Physical Assault (Fights) Intruders (Trespassing)
Bomb Threat, Illegal Drug Use or Overdose Explosion,
Drug Possession or Drug Sale
Arson, Vandalism or Destruction of Property
Sexual Assault, CSC (Criminal Sexual Conduct), MIP (Alcohol), MIP (Tobacco)

SEARCH AND SEIZURE

Student lockers and desks are school property and remain at all times under the District's control. Student lockers and desks are subject to search at any time for any reason and without notice or consent.

School officials may use canines, metal detectors, wands, or other tools to conduct searches.

A student's failure to permit a search and seizure may be grounds for disciplinary action. A student's person and personal effects may be searched whenever a school official has reasonable suspicion to believe that the student possesses illegal or unauthorized materials. If a properly conducted search yields illegal or contraband materials these items may be turned over to law enforcement.

BULLYING AND OTHER AGGRESSIVE BEHAVIOR

It is the policy of the AEA to provide a safe and nurturing educational environment for all of its students. This policy protects all students from bullying/aggressive behavior regardless of the subject matter or motivation for such impermissible behavior.

Bullying or other aggressive behavior toward a student, whether by other students, staff, or third parties, including board members, parents, guests, contractors, vendors, and volunteers, is strictly prohibited. This prohibition includes written, physical, verbal, and psychological abuse, including cyberbullying, hazing, gestures, comments, threats, or actions to a student, which cause or threaten to cause bodily harm, reasonable fear for personal safety or personal degradation.

Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

This policy applies to all "at school" activities in the District, including activities on school property, in a school vehicle, and those occurring off school property if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

Notification

Notice of this policy will be annually circulated to and posted in conspicuous locations in all school buildings and departments within the District and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedure.

Parents or legal guardians of the alleged victim(s), as well as of the alleged aggressor(s), shall be promptly notified of any complaint or investigation as well as the results of the investigation to the extent consistent with student confidentiality requirements. A record of the time and form of notice or attempts at notice shall be kept in the investigation file.

To the extent appropriate and/or legally permitted, confidentiality will be maintained during the investigation process. However, a proper investigation will, in some circumstances, require the disclosure of names and allegations. Further, the appropriate authorities may be notified, depending on the nature of the complaint and/or the results of the investigation.

Implementation

The Director is responsible to implement this policy, and may develop further guidelines, not inconsistent with this policy.

This policy is not intended to and should not be interpreted to interfere with legitimate free speech rights of any individual. However, the District reserves the right and responsibility to maintain a safe environment for students, conducive to learning and other legitimate objectives of the school program.

Procedure

Any student who believes s/he has been or is the victim of bullying, hazing, or other aggressive behavior should immediately report the situation to the Director. The student may also report concerns to a teacher who will be responsible for notifying the appropriate administrator or Board official. Complaints against the Assistant Director should be filed with the Superintendent of Losco RESA. Complaints against the Superintendent should be filed with the Board President.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be aggressive behavior toward a student. Reports shall be made to those indicated above. Reports may be made anonymously, but formal disciplinary action may not be taken solely on the basis of an anonymous report.

The Director or designee shall promptly investigate and document all complaints about bullying or aggressive behavior that may violate this policy. The investigation must be completed as promptly as the circumstances permit and should be completed within 3 school days after a report or complaint is made.

If the investigation finds an instance of bullying or aggressive behavior has occurred, it will

result in prompt and appropriate remedial action. This may include up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement or other appropriate officials.

The individual responsible for conducting the investigation shall document all reported incidents and report all verified incidents of bullying, aggressive or other prohibited behavior, as well as any remedial action taken, including disciplinary actions and referrals, to the Director. The Director shall submit a compiled report to the Board on an annual basis.

Non-Retaliation/False Reports

Retaliation or false allegations against any person who reports, is thought to have reported, files a complaint, participates in an investigation or inquiry concerning allegations of bullying or aggressive behavior (as a witness or otherwise), or is the target of the bullying or aggressive behavior being investigated, is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy, independent of whether a complaint of bullying is substantiated. Suspected retaliation should be reported in the same manner as bullying/aggressive behavior.

Making intentionally false reports about bullying/aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

Definitions

The following definitions are provided for guidance only. If a student or other individual believes there has been bullying, hazing, harassment or other aggressive behavior, regardless of whether it fits a particular definition, s/he should report it immediately and allow the administration to determine the appropriate course of action.

“Aggressive behavior” is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student’s educational, physical, or emotional well-being. Such behavior includes, for example, bullying, hazing, stalking, intimidation, menacing, coercion, name-calling, taunting, making threats, and hitting/pushing/shoving.

“At School” is defined as in a classroom, elsewhere on school premises, on a school bus or other school related vehicle (including public transportation when used to travel to and from school), or at a school-sponsored activity or event whether or not it is held on school premises. It also includes conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if either owned by or under control of the District.

“Bullying” is defined as any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, telephone or cell phone, personal digital assistant (PDA), or wireless hand held device) that, without regard to its subject matter or motivating animus, is intended or that a reasonable person would know is likely to harm one (1) or more students either directly or indirectly by doing any other the following:

- A. Substantially interfering with educational opportunities, benefits, or programs of one (1) or more students;
- B. Adversely affecting the ability of a student to participate in or benefit from the school district's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
- C. Having an actual and substantial detrimental effect on a student's physical or mental health; and/or
- D. Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

Bullying can be physical, verbal, psychological, or a combination of all three. Some examples of bullying are:

- A. Physical- hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.
- B. Verbal – taunting, malicious teasing, insulting, name calling, making threats.
- C. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation. This may occur in a number of different ways, including but not limited to notes, emails, social media postings, and graffiti.

“Harassment” includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature, often on the basis of age, race, religion, color, national origin, marital status or disability, but may also include sexual orientation, physical characteristics (e.g., height, weight, complexion), cultural background, socioeconomic status, or geographic location (e.g., from rival school, different state, rural area, city, etc.).

“Intimidation/Menacing” includes, but is not limited to, any threat or act intended to: place a person in fear of physical injury or offensive physical contact; to substantially damage or interfere with person's property; or to intentionally interfere with or block a person's movement without good reason.

“Staff” includes all school employees and Board members.

“Third parties” include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, vendors, or others engaged in District business, and others not directly subject to school control at inter-district or intra-district athletic competitions or other school events.

M.C.L. 380.131B (Matt's Safe School Law, PA 241 of 2011)
Policies on Bullying, Michigan State Board of Education

NOTICE OF NONDISCRIMINATION

The Alternative Educational Academy of Ogemaw County does not discriminate on the basis of race, color, religion, national origin, sex (including pregnancy, gender identity, or sexual orientation), disability, age, height, weight, marital or family status, veteran status, ancestry, genetic information,

military status, or any other legally prohibited category in its programs or activities, and provides equal access to the Boy Scouts and other designated youth groups as required by law. The following person(s) have been designated to handle inquiries regarding the nondiscrimination policies and to provide further grievance procedures: Tina Williams, Alternative Educational Academy Director.

Inquiries concerning the non-discrimination policy may also be directed to Director, Office for Civil Rights, Department of Health, Education, and Welfare, Washington, DC 20201. For further information on notice of nondiscrimination, see the following website:
<http://www.ed.gov/offices/OCR/docs/nondisc.html>.

If you or someone you know has been subjected to sex-based discrimination, harassment, or retaliation, you may file a report with any District employee. Formal complaints of sexual harassment must be filed with the Title IX Coordinator:

Tina Williams
Alternative Educational Academy of Ogemaw County
2479 S. M-76, West Branch, MI, 48661
(989)-343-9070
twilliams@ioscoresa.net

Iosco RESA
27 Remert Road, Tawas City, MI 48763
(989)-362-3006, ext 1130

If you or someone you know has been subjected to disability-based discrimination, harassment, or retaliation, you may file a complaint with the Section 504 Coordinator:

Stephanie Davis
Alternative Educational Academy of Ogemaw County
2479 S. M-76, West Branch, MI, 48661
(989) 362-2575
sdavis@ioscoresa.net

If you or someone you know has been subject to any other type of unlawful discrimination, harassment, or retaliation, including unlawful conduct based on race, color, or national origin, you may file a complaint with the Civil Rights Coordinator:

Tina Williams
Alternative Educational Academy of Ogemaw County
2479 S. M-76, West Branch, MI, 48661
(989)-343-9070
twilliams@ioscoresa.net

A report of unlawful discrimination, including unlawful harassment or retaliation, may be made orally or in writing.

A student found to have engaged in unlawful discrimination, including unlawful harassment or retaliation, may be subject to discipline, including suspension or expulsion.

The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Parents or eligible students should submit to the Academy Director a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write the School Director, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. The annual notification states that the Ogemaw Academy intends to forward records on request.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW
Washington, DC 20202-8520

The Freedom of Information Act (FOIA)

5 U.S.C. § 552, was enacted in 1966 and generally provides that: Any person has the right to request

access public records or information. All agencies of the U.S. Government are required to disclose records upon receiving a written request for them. Not all records can be made available; there are nine exemptions to the FOIA that protect certain records from disclosure. A government agency can charge a fee, but it must be limited to actual duplication, mailing and clerical labor costs. The Ogemaw Academy may require a good faith deposit at the time of request. The deposit shall not exceed ½ of the total cost. If a request for a record is denied, written notice of the denial will be provided to the requester within five days, or within 15 days under unusual circumstances. A failure to respond within the time limits, or a failure to respond at all, also amounts to a denial. When a request is denied, the public body must provide the requestor with a full explanation of the reasons for the denial and the requestor's right to seek judicial review. The FOIA request form can be obtained by contacting the Alternative Educational Academy of Ogemaw County or a request can be sent to the attention of the FOIA Director:

Iosco RESA Superintendent, (989) 362-3006, ext. 130.

NETWORK/INTERNET ACCESS AGREEMENT FOR STUDENTS

Please read this document carefully before signing. The signature(s) at the end of this document are legally binding and indicate(s) that the signing party(ies) has (have) read all of the terms and conditions of this policy carefully and understand(s) their significance.

The purpose of this agreement is to establish guidelines for access by student to the Internet and approved electronic mail (hereinafter referred to as the "Network"). Access to the Network is provided to the student for educational purposes and to assist in advancing the curriculum and to enhance lesson plans.

In exchange for the privilege of using the Network, the undersigned agree(s) as follows:

The student and his or her parents and/or guardians acknowledge that **it is not possible for the school to restrict access to all controversial or objectionable material** on the Network.

The student and his or her parents acknowledge that the student does not have an expectation of privacy in his or her use of the school's Network or any part of it. **The school reserves the right to monitor the Network, including but not limited to Internet use and approved electronic mail.**

Network access is provided for educational use by the student. Use of the Network for commercial purposes unapproved web based electronic mail or other unauthorized purposes are expressly forbidden.

Network resources (**Edmentum**) are intended for use exclusively by registered users. The student is responsible for the use of his/her account password and access privileges. Any problems that arise from the use of his/her account are the responsibility of the Student. **Use of an account by someone other than the account holder is forbidden and may result in loss of credit, access privileges, or dismissal from the program.**

The use of the Network is a privilege, which may be revoked by the school at any time and for any reason. **Any misuse of Network access privileges may result in suspension or revocation of access privileges and/or other disciplinary action as determined by the director. Misuse**

includes but is not limited to the following;

1. Intentionally accessing or attempting to access files, data, or information without authorization.
2. Impersonating another user on the Network.
3. Activity which is detrimental to the stability and security of the Network, including but not limited to the intentional or negligent introduction of computer viruses and vandalism or abuse of hardware or software.
4. The transmission or voluntary receipt of material which would constitute a violation of federal or state law, including, but not limited to, copyrighted material; harassing, abusive, threatening, sexually explicit or obscene material; material protected as a trade secret; defamatory statement; material which would constitute an invasion of race, national origin, religion, height, weight, age and disability.
5. Use of recreational programs or communications during the school day.
6. Installing, downloading, copying or using copyrighted software without proper authority.
7. Intentionally interfering with the use of the Network by others.
8. Intentionally wasting Network resources such as disk space, printer ink or paper.
9. Unapproved web based electronic mail.
10. Disclosing personal information on other students.

The school does not warrant that the Network will meet any specific requirements that the student may have, that service will not be interrupted or that information obtained on the Network will be accurate or complete. **The school will not be liable for any direct or indirect, incidental or consequential damages (including but not limited to lost data, information or time)** sustained or incurred in connection with use of inability to use the Network by the Student. Use of the Network and any information or data obtained through the use of the Network is at the users own risk.

The student agrees to delete messages from his or her personal mailbox on a regular basis in order to avoid unnecessary use of disk space.

The student may not transfer files, shareware or other software from the Internet or electronic bulletin board services. The student will be liable to pay any costs or fees incurred as a result of any transfers without express permission from the director regardless of whether the transfer was intentional or accidental.

Users violating any provisions of this Network Access Agreement face disciplinary action. The school reserves to itself discretion to determine appropriate discipline and will consider the nature and severity of the violation. Possible disciplinary actions include:

1. Suspension or revocation of Network access.
2. Requiring additional training as a precondition to continued use of the Network.
3. Financial restitution for any unauthorized expenses or damages.
4. Confiscation of inappropriate materials.
5. Additional disciplinary action consistent with the student handbook.

In addition, the school may refer matters to appropriate law enforcement authorities. Nothing herein

shall be construed as providing that the school must find a violation of the agreement in order to suspend or revoke the access privileges of a student. Use of the Network is a privilege and not a right, and the school reserves discretion to suspend or revoke access privileges for any reason or for no reason.

DIRECTORY INFORMATION (FERPA) – PARENTAL RIGHTS

The *Family Educational Rights and Privacy Act (FERPA)*, a Federal law, requires that The Alternative Ed Academy, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, The Ogemaw Academy may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Ogemaw County Academy to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists
- Graduation programs
- Sports activity sheets, such as for wrestling, showing weight and height of team members.
- Recognition of your child on the schools website, ex. Student of the Month (This could include a picture).

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965 (ESEA)* to provide military recruiters, upon request, with the following information:

*Names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want the Ogemaw Academy to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing within one week following enrollment or simply initial under the FERPA omission statement in the student handbook.

Parental rights under the protection of pupil rights amendment (PPRA)

The Alternative Educational Academy of Ogemaw County will only survey students through mail delivery. Parents will be afforded the right to have their child answer only the questions that they deem appropriate. **PROPOSED POLICY**

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit to a survey that concerns one or more of the following

protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Ed (ED)-

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

Receive notice and an opportunity to opt a student out of -

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

Inspect, upon request and before administration or use -

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum.

These rights transfer to from the parents to a student who is 18 years old or an emancipated minor under State law.

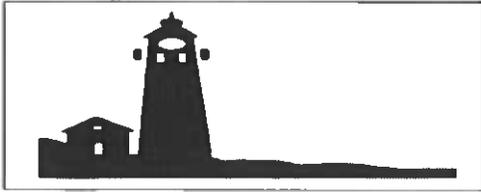
The Ogemaw Academy will develop and adopt policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. The Ogemaw Academy will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. The Academy will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. The Academy will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

Collection, disclosure, or use of personal information for marketing, sales or other distribution.

Administration of any protected information survey not funded in whole or in part by ED.

Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, S.W. Washington, D.C. 20202.



IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY

27 N. Rempert Rd.

Tawas City, MI 48763

Phone 989.362.3006 / Fax 989.362.9076

www.ioscoresa.net

**Alternative Education Academy of Ogemaw County
For Activity from April 1, thru June 30, 2024**

Expenses / Accounts Payable:

Paid Accounts Payable - by check & ACH	\$	(73,882.47)
2023-2024 Admin Fee to IRESA	\$	(100,000.00)
	\$	<u>(173,882.47)</u>

Cash Receipts:

Annual Interest Income	\$	95,302.91
Federal Lunch	\$	6,727.38
COOR ISD - State Aid (less Auth Fee) - April 2024	\$	125,919.35
COOR ISD - State Aid (less Auth Fee) - May 2024	\$	108,766.97
	\$	<u>336,716.61</u>

Amount Owed to AEA Ogemaw by IRESA \$ 162,834.14

Account Activity

Printed: 8/7/2024 4:00 PM

IOSCO RESA

Date Range: 4/1/24 to 6/30/2024

Account		Account Balance	\$0.00	Budget	0.00	Budget	0.00
Description	A/R - AEAO			Budget Balance	0.00	Budget Proposed	0.00
Account Number	11-2-121			Encumbrance	0.00	Budget Approved	0.00
ASN Number	121230001			Next Mo. Bills	(\$212,726.11)		
				Ecumb. Balance	\$212,726.11		

Acct's Payable	Batch #	Expensed	Amount	Check#	Check	Vendor Name	PO#/Misc Ref	Invoice#	Invoice
A/R - AEAO	2324	04/01/2024	653.16	926631201	04/01/2024	AT&T Mobility			4/1/24
A/R - AEAO	2324	04/05/2024	220.34	952934156	04/05/2024	Xerox Financial Services			4/5/24
A/R - AEAO	161	04/05/2024	728.65	80221	04/05/2024	Ogemaw County Public Transit			4/5/24
A/R - AEAO(WB)	161	04/05/2024	268.40	80209	04/05/2024	DTE Energy			4/5/24
A/R - AEAO	160	04/05/2024	73.97	23240013	04/05/2024	Williams, Tina M.			4/5/24
A/R - AEAO(WB)	161	04/05/2024	468.85	80206	04/05/2024	Charter Communications			4/5/24
A/R - AEAO	2324	04/08/2024	410.53	967083924	04/08/2024	WEX BANK			4/8/24
A/R - AEAO	2324	04/09/2024	65.46	1006049561	04/09/2024	Pitney Bowes			4/9/24
GED vouchers	2324	04/10/2024	870.00	1006447398	04/10/2024	Chase Card Services			3/15/24
Bowers travel	2324	04/10/2024	8.75	1006447398	04/10/2024	Chase Card Services			3/18/24
Bowers travel	2324	04/10/2024	315.07	1006447398	04/10/2024	Chase Card Services			3/18/24
Bowers travel	2324	04/10/2024	(15.03)	1006447398	04/10/2024	Chase Card Services			3/18/24
Bowers travel	2324	04/10/2024	13.00	1006447398	04/10/2024	Chase Card Services			3/16/24
Bowers travel	2324	04/10/2024	9.00	1006447398	04/10/2024	Chase Card Services			3/16/24
Bowers travel	2324	04/10/2024	6.87	1006447398	04/10/2024	Chase Card Services			3/14/24
van wash	2324	04/10/2024	15.00	1006447398	04/10/2024	Chase Card Services			3/10/24
Bowers travel	2324	04/10/2024	8.00	1006447398	04/10/2024	Chase Card Services			3/18/24
online support	2324	04/10/2024	90.00	1006447398	04/10/2024	Chase Card Services			3/18/24
headphones	2324	04/10/2024	37.89	1006447398	04/10/2024	Chase Card Services			3/26/24
membership(no receipt)	2324	04/10/2024	64.50	1006447398	04/10/2024	Chase Card Services			3/13/24
adobe	2324	04/10/2024	19.20	1006447398	04/10/2024	Chase Card Services			3/12/24
Bowers travel	2324	04/10/2024	15.00	1006447398	04/10/2024	Chase Card Services			3/18/24
chromebooks	2324	04/10/2024	2,516.10	1006447398	04/10/2024	Chase Card Services			3/26/24
spring conference	2324	04/10/2024	445.00	1006447398	04/10/2024	Chase Card Services			3/29/24
postage	2324	04/10/2024	136.00	1006447398	04/10/2024	Chase Card Services			3/22/24
ethernet couplers	2324	04/10/2024	54.91	1006447398	04/10/2024	Chase Card Services			4/4/24
google licenses	2324	04/10/2024	340.00	1006447398	04/10/2024	Chase Card Services			3/28/24
A/R - AEAO(WB)	161	04/12/2024	72.00	80235	04/12/2024	Gladwin City County Transit			4/12/24
Void A/R - AEAO(fingerprints)	9106	04/15/2024	(61.25)	79628	04/15/2024	Proulx, Alyssia			11/3/23
A/R - AEAO	2324	04/16/2024	82.34	1062875013	04/16/2024	Verizon Wireless			4/16/24
A/R - AEAO	2324	04/17/2024	47.80	1077221327	04/17/2024	Sams Club			4/17/24
A/R - AEAO(Green)	160	04/19/2024	12,985.23	23240022	04/19/2024	COOR ISD			4/19/24

Account Activity

Printed: 8/7/2024 4:00 PM

IOSCO RESA

Date Range: 4/1/24 to 6/30/2024

Account		Account Balance	\$0.00	Budget	0.00	Budget	0.00
Description	A/R - AEAO			Budget Balance	0.00	Budget Proposed	0.00
Account Number	11-2-121			Encumbrance	0.00	Budget Approved	0.00
ASN Number	121230001			Next Mo. Bills	(\$212,726.11)		
				Ecumb. Balance	\$212,726.11		

Acct's Payable	(Continued)	Batch #	Expensed	Amount	Check#	Check	Vendor Name	PO#/Misc Ref	Invoice#	Invoice
A/R - AEAO(prom dj)		161	04/19/2024	200.00	80250	04/19/2024	EZ-DJ LLC			4/19/24
A/R - AEAO(reissue fingerprints)		160	04/19/2024	61.25	23240032	04/19/2024	Proulx, Alyssia			4/19/24
A/R - AEAO(Career Nav. april - june)		161	04/26/2024	7,500.00	80278	04/26/2024	Region 7b			4/26/24
A/R - AEAO		2324	04/30/2024	739.34	1218182965	04/30/2024	AT&T Mobility			4/30/24
A/R - AEAO		161	05/03/2024	215.84	80285	05/03/2024	Arnold Sales			5/3/24
A/R - AEAO		161	05/03/2024	297.56	80293	05/03/2024	West Branch Township			5/3/24
A/R - AEAO(04.08/04.29)		160	05/03/2024	98.62	23240060	05/03/2024	Williams, Tina M.			5/3/24
A/R - AEAO(04.02/04.30)		160	05/03/2024	340.22	23240059	05/03/2024	Tuttle, Wendy			5/3/24
A/R - AEAO(MAEO supplies)		160	05/03/2024	34.13	23240052	05/03/2024	Leibold, Denise			5/3/24
A/R - AEAO(skyward hosting)(Inv.		160	05/03/2024	1,500.00	23240051	05/03/2024	Integrated Systems Corporation			5/3/24
A/R - AEAO		2324	05/06/2024	220.34	1243342139	05/06/2024	Xerox Financial Services			5/6/24
A/R - AEAO		2324	05/07/2024	207.75	1279379955	05/07/2024	WEX BANK			5/7/24
Bottled water delivery		162	05/07/2024	103.00	1281764571	05/07/2024	Culligan Water Conditioning			4/24/24
staff dinner		2324	05/10/2024	163.40	1301051227	05/10/2024	Chase Card Services			5/3/24
office supplies		2324	05/10/2024	19.98	1301051227	05/10/2024	Chase Card Services			4/28/24
tech support(no receipt)		2324	05/10/2024	8.00	1301051227	05/10/2024	Chase Card Services			5/1/24
construction supplies		2324	05/10/2024	111.51	1301051227	05/10/2024	Chase Card Services			5/3/24
construction supplies		2324	05/10/2024	359.18	1301051227	05/10/2024	Chase Card Services			5/2/24
tech support		2324	05/10/2024	19.20	1301051227	05/10/2024	Chase Card Services			4/11/24
staff lodging		2324	05/10/2024	359.24	1301051227	05/10/2024	Chase Card Services			4/25/24
staff lodging		2324	05/10/2024	337.54	1301051227	05/10/2024	Chase Card Services			4/25/24
membership costs		2324	05/10/2024	250.00	1301051227	05/10/2024	Chase Card Services			4/24/24
garbage disposal		2324	05/10/2024	244.58	1301051227	05/10/2024	Chase Card Services			5/2/24
fieldtrip lunch		2324	05/10/2024	56.48	1301051227	05/10/2024	Chase Card Services			5/6/24
office supplies		2324	05/10/2024	153.52	1301051227	05/10/2024	Chase Card Services			4/17/24
music book		2324	05/10/2024	94.05	1301051227	05/10/2024	Chase Card Services			4/24/24
online support		2324	05/10/2024	90.00	1301051227	05/10/2024	Chase Card Services			4/17/24
MAEO dinner		2324	05/10/2024	128.16	1301051227	05/10/2024	Chase Card Services			4/17/24
surge protector		2324	05/10/2024	16.45	1301051227	05/10/2024	Chase Card Services			4/28/24
staff lodging		2324	05/10/2024	356.88	1301051227	05/10/2024	Chase Card Services			4/25/24
garbage disposal		2324	05/10/2024	245.63	1301051227	05/10/2024	Chase Card Services			4/23/24
state testing lunch		2324	05/10/2024	27.16	1301051227	05/10/2024	Chase Card Services			4/11/24

Account Activity

Printed: 8/7/2024 4:00 PM

IOSCO RESA

Date Range: 4/1/24 to 6/30/2024

Account		Account Balance	\$0.00	Budget	0.00	Budget	0.00
Description	A/R - AEAO			Budget Balance	0.00	Budget Proposed	0.00
Account Number	11-2-121			Encumbrance	0.00	Budget Approved	0.00
ASN Number	121230001			Next Mo. Bills	(\$212,726.11)		
				Ecumb. Balance	\$212,726.11		

Acct's Payable	(Continued)	Batch #	Expensed	Amount	Check#	Check	Vendor Name	PO#/Misc Ref	Invoice#	Invoice
prom favors/split		2324	05/10/2024	29.14	1301051227	05/10/2024	Chase Card Services			4/19/24
postage supplies		2324	05/10/2024	20.05	1301051227	05/10/2024	Chase Card Services			4/13/24
postage supplies		2324	05/10/2024	68.00	1301051227	05/10/2024	Chase Card Services			4/13/24
postage supplies		2324	05/10/2024	10.75	1301051227	05/10/2024	Chase Card Services			4/26/24
aikens travel		2324	05/10/2024	16.92	1301051227	05/10/2024	Chase Card Services			5/5/24
aikens travel		2324	05/10/2024	30.00	1301051227	05/10/2024	Chase Card Services			5/6/24
PSAT 9 lunch		2324	05/10/2024	40.74	1301051227	05/10/2024	Chase Card Services			4/8/24
van repairs		2324	05/10/2024	365.39	1301051227	05/10/2024	Chase Card Services			4/16/24
state testing lunch		2324	05/10/2024	33.95	1301051227	05/10/2024	Chase Card Services			4/10/24
van repairs		2324	05/10/2024	917.63	1301051227	05/10/2024	Chase Card Services			4/10/24
presentation supplies		2324	05/10/2024	6.02	1301051227	05/10/2024	Chase Card Services			4/11/24
state testing lunch		2324	05/10/2024	33.95	1301051227	05/10/2024	Chase Card Services			4/17/24
MV lodging		2324	05/10/2024	234.00	1301051227	05/10/2024	Chase Card Services			4/19/24
state testing lunch		2324	05/10/2024	23.43	1301051227	05/10/2024	Chase Card Services			4/19/24
state testing lunch		2324	05/10/2024	27.16	1301051227	05/10/2024	Chase Card Services			4/24/24
social worker certificate		2324	05/10/2024	45.00	1301051227	05/10/2024	Chase Card Services			4/24/24
maeo presentation		2324	05/10/2024	44.00	1301051227	05/10/2024	Chase Card Services			5/1/24
socidal worker book		2324	05/10/2024	76.00	1301051227	05/10/2024	Chase Card Services			5/6/24
PSAT 9 lunch		2324	05/10/2024	95.06	1301051227	05/10/2024	Chase Card Services			4/9/24
A/R - AEAO		161	05/10/2024	93.00	80307	05/10/2024	Gladwin City County Transit			5/10/24
A/R - AEAO(4/5-4/26 mileage)		160	05/10/2024	49.30	23240065	05/10/2024	Newman, Peter			5/10/24
prom decorations/split		2324	05/10/2024	9.00	1301051227	05/10/2024	Chase Card Services			4/18/24
A/R - AEAO		2324	05/16/2024	86.36	1367180977	05/16/2024	Verizon Wireless			5/16/24
Void A/R - AEAO		9138	05/17/2024	(200.00)	80088	05/17/2024	Loeffler, Alex			3/8/24
A/R - AEAO		161	05/17/2024	1,600.68	80347	05/17/2024	Region 7b			5/17/24
A/R - AEAO		161	05/17/2024	728.30	80346	05/17/2024	Ogemaw County Public Transit			5/17/24
A/R - AEAO(garden supplies)		160	05/17/2024	310.39	23240082	05/17/2024	Leibold, Denise			5/17/24
A/R - AEAO		2324	05/20/2024	156.53	1385877707	05/20/2024	Sams Club			5/20/24
A/R - AEAO(prom food)		161	05/24/2024	72.34	80360	05/24/2024	Route 23 BBQ			5/24/24
A/R - AEAO(prom food)		161	05/24/2024	200.00	80357	05/24/2024	Route 23 BBQ			5/24/24
A/R - AEAO		161	05/24/2024	620.71	80351	05/24/2024	Hale Area Schools			5/24/24
A/R - AEAO(may mileage)		160	05/31/2024	378.68	23240111	05/31/2024	Tuttle, Wendy			5/31/24

Account Activity

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IOSCO RESA

Date Range: 4/1/24 to 6/30/2024

Account		Account Balance	\$0.00	Budget	0.00	Budget	0.00
Description	A/R - AEAO			Budget Balance	0.00	Budget Proposed	0.00
Account Number	11-2-121			Encumbrance	0.00	Budget Approved	0.00
ASN Number	121230001			Next Mo. Bills	(\$212,726.11)		
				Ecumb. Balance	\$212,726.11		

Acct's Payable	(Continued)	Batch #	Expensed	Amount	Check#	Check	Vendor Name	PO#/Misc Ref	Invoice#	Invoice
A/R - AEAO		2324	05/31/2024	1,246.32	1525018422	05/31/2024	AT&T Mobility			5/31/24
April's gas bill		163	06/05/2024	219.95	1579618123	06/05/2024	DTE Energy			5/1/24
A/R - AEAO		2324	06/05/2024	220.34	1567264220	06/05/2024	Xerox Financial Services			6/5/24
A/R - AEAO		2324	06/06/2024	309.34	1571188659	06/06/2024	WEX BANK			6/6/24
A/R - AEAO		161	06/07/2024	150.00	80378	06/07/2024	Wise Heating & Cooling Inc.			6/7/24
A/R - AEAO(invoice#295401)		160	06/07/2024	808.25	23240129	06/07/2024	Thrun Law Firm P.C.			6/7/24
A/R - AEAO(WB)		161	06/07/2024	135.00	80369	06/07/2024	Gladwin City County Transit			6/7/24
A/R - AEAO		2324	06/10/2024	19.59	1622497930	06/10/2024	Pitney Bowes			6/10/24
sprinkler		2324	06/11/2024	19.97	999998052	06/11/2024	Chase Card Services			5/21/24
long tee key		2324	06/11/2024	10.00	999998052	06/11/2024	Chase Card Services			5/21/24
top soil		2324	06/11/2024	202.80	999998052	06/11/2024	Chase Card Services			5/9/24
tech support		2324	06/11/2024	19.20	999998052	06/11/2024	Chase Card Services			5/10/24
dry erase markers		2324	06/11/2024	22.38	999998052	06/11/2024	Chase Card Services			5/22/24
online support(no receipt)		2324	06/11/2024	90.00	999998052	06/11/2024	Chase Card Services			5/17/24
GED test vouchers		2324	06/11/2024	870.00	999998052	06/11/2024	Chase Card Services			5/13/24
AEAO employees		2324	06/11/2024	338.55	999998052	06/11/2024	Chase Card Services			5/10/24
travel expenses		2324	06/11/2024	12.72	999998052	06/11/2024	Chase Card Services			5/8/24
prom supplies		2324	06/11/2024	62.72	999998052	06/11/2024	Chase Card Services			6/3/24
travel expenses		2324	06/11/2024	8.06	999998052	06/11/2024	Chase Card Services			5/9/24
coffee		2324	06/11/2024	20.48	999998052	06/11/2024	Chase Card Services			5/22/24
prom supplies		2324	06/11/2024	79.56	999998052	06/11/2024	Chase Card Services			5/16/24
prom supplies		2324	06/11/2024	55.57	999998052	06/11/2024	Chase Card Services			5/17/24
graduation supplies		2324	06/11/2024	6.68	999998052	06/11/2024	Chase Card Services			5/18/24
calculator tape		2324	06/11/2024	7.99	999998052	06/11/2024	Chase Card Services			5/27/24
postage		2324	06/11/2024	29.79	999998052	06/11/2024	Chase Card Services			5/29/24
hdmi cord		2324	06/11/2024	17.64	999998052	06/11/2024	Chase Card Services			5/27/24
postage		2324	06/11/2024	10.00	999998052	06/11/2024	Chase Card Services			5/15/24
Aikens travel		2324	06/11/2024	20.30	999998052	06/11/2024	Chase Card Services			5/8/24
Aikens travel		2324	06/11/2024	26.49	999998052	06/11/2024	Chase Card Services			5/7/24
lunch supplies		2324	06/11/2024	148.26	999998052	06/11/2024	Chase Card Services			6/4/24
Lunch supplies		2324	06/11/2024	88.27	999998052	06/11/2024	Chase Card Services			5/24/24
assessments		2324	06/11/2024	103.77	999998052	06/11/2024	Chase Card Services			5/10/24

Account Activity

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IOSCO RESA

Date Range: 4/1/24 to 6/30/2024

Account		Account Balance	\$0.00	Budget	0.00	Budget	0.00
Description	A/R - AEAO			Budget Balance	<u>0.00</u>	Budget Proposed	0.00
Account Number	11-2-121			Encumbrance	0.00	Budget Approved	0.00
ASN Number	121230001			Next Mo. Bills	(\$212,726.11)		
				Ecumb. Balance	<u>\$212,726.11</u>		

Acct's Payable	(Continued)	Batch #	Expensed	Amount	Check#	Check	Vendor Name	PO#/Misc Ref	Invoice#	Invoice
coffee supplies		2324	06/11/2024	18.30	999998052	06/11/2024	Chase Card Services			5/8/24
achtabowski charges		2324	06/11/2024	23.04	999998052	06/11/2024	Chase Card Services			6/4/24
graduation supplies		2324	06/11/2024	5.99	999998052	06/11/2024	Chase Card Services			6/3/24
A/R - AEAO(may statement)		161	06/14/2024	1,125.65	80381	06/14/2024	Ogemaw County Public Transit			6/14/24
A/R - AEAO(may mileage)		160	06/14/2024	98.62	23240140	06/14/2024	Williams, Tina M.			6/14/24
A/R - AEAO(june mileage)		160	06/14/2024	84.16	23240139	06/14/2024	Tuttle, Wendy			6/14/24
A/R - AEAO(may mileage)		160	06/14/2024	378.72	23240139	06/14/2024	Tuttle, Wendy			6/14/24
A/R - AEAO		2324	06/17/2024	51.62	1669670063	06/17/2024	Sams Club			6/17/24
A/R - AEAO		2324	06/18/2024	80.86	1695647057	06/18/2024	Verizon Wireless			6/18/24
A/R - AEAO(invoice # 2017317)		160	06/20/2024	870.00	23240153	06/20/2024	Student Achievement Systems LLC			6/20/24
A/R - AEAO		2324	06/26/2024	90.00	1781467713	06/26/2024	Chase Card Services			6/26/24
A/R - AEAO(06/24/24 statement)		160	06/27/2024	311.75	23240156	06/27/2024	Arnold Sales			6/27/24
A/R - AEAO(invoice 100881)		160	06/27/2024	12,727.17	23240157	06/27/2024	COOR ISD			6/27/24
A/R - AEAO		2324	06/30/2024	727.02	1834732031	07/01/2024	AT&T Mobility			7/1/24
A/R - AEAO		2324	06/30/2024	359.48	1872496328	07/05/2024	Sams Club			7/5/24
A/R - AEAO		2324	06/30/2024	220.34	1859389056	07/05/2024	Xerox Financial Services			7/5/24
diplomas/certificates		163	06/30/2024	130.00	1908287324	07/08/2024	Print 'n' Go			6/26/24
04/27-05/29		163	06/30/2024	100.64	1908287306	07/08/2024	DTE Energy			6/5/24
03/14-05/13 bill		163	06/30/2024	1,324.87	1908287303	07/08/2024	Consumers Energy			6/5/24
June adobe charges		163	06/30/2024	19.20	1908287295	07/08/2024	Adobe Inc.			6/9/24
refresher course		163	06/30/2024	165.00	1908287329	07/08/2024	Silver Strong & Asscoiates LLC			6/11/24
05.24-06.23 service		163	06/30/2024	224.95	1908287300	07/08/2024	Charter Communications			6/12/24
May charges		163	06/30/2024	43.00	1908287305	07/08/2024	Culligan Water Conditioning			6/15/24
Services for 06/01/204-06/30/2024		163	06/30/2024	242.77	1908287338	07/08/2024	WM Corporate Services, Inc.			6/24/24
A/R - AEAO		2324	06/30/2024	112.77	1875009373	07/08/2024	WEX BANK			7/15/24
04/27-5/29 charges		163	06/30/2024	100.64	1908287306	07/08/2024	DTE Energy			6/20/24
A/R - AEAO(lunch)		161	06/30/2024	3,468.00	80409	07/11/2024	West Branch-Rose City Area Schools			7/9/24
A/R - AEAO(breakfast)		161	06/30/2024	1,229.90	80409	07/11/2024	West Branch-Rose City Area Schools			7/9/24
A/R - AEAO(june transport)		161	06/30/2024	359.50	80406	07/11/2024	Ogemaw County Public Transit			7/9/24
A/R - AEAO(june transport)		161	06/30/2024	67.50	80400	07/11/2024	Gladwin City County Transit			7/9/24
A/R - AEAO(June mileage)		160	06/30/2024	123.28	23240175	07/11/2024	Williams, Tina M.			7/9/24
A/R - AEAO		2324	06/30/2024	84.02	1971457438	07/16/2024	Verizon Wireless			7/16/24

Account Activity

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IOSCO RESA

Date Range: 4/1/24 to 6/30/2024

Account										
Description	A/R - AEAO	Account Balance		\$0.00		Budget	0.00	Budget	0.00	
Account Number	11-2-121					Budget Balance	<u>0.00</u>	Budget Proposed	0.00	
ASN Number	121230001					Encumbrance	0.00	Budget Approved	0.00	
						Next Mo. Bills	(\$212,726.11)			
						Ecumb. Balance	<u>\$212,726.11</u>			
Acct's Payable	(Continued)	Batch #	Expensed	Amount	Check#	Check	Vendor Name	PO#/Misc Ref	Invoice#	Invoice
A/R - AEAO(March-June)		161	06/30/2024	343.85	80416	07/18/2024	West Branch Township			7/17/24
A/R - AEAO(WB)		161	06/30/2024	793.13	80410	07/18/2024	Consumers Energy			7/17/24
A/R - AEAO		2324	06/30/2024	83.51	2139654443	07/31/2024	Xerox Financial Services			7/31/24
A/R - AEAO		161	06/30/2024	567.00	80426	08/01/2024	TNT Snow & Lawn Care			8/2/24
		Total Acct's Payable		\$73,882.47						
Cash Receipt		Batch #	Received	Amount	Receipt#	Receipt	Vendor Name	PO#/Misc Ref	Invoice#	Invoice
A/R - AEAO (April State Aid)		16	05/16/2024	(125,919.35)	2024516		Cash			
A/R - AEAO (May State Aid)		6	06/06/2024	(108,766.97)	202466		Cash			
		Total Cash Receipt		(\$234,686.32)						
Journal Source:AJ		Batch #	Posted	Amount	Transaction#	Vendor Name	PO#/Misc Ref	Invoice#	Invoice	
A/R - AEAO		3	04/30/2024	(1,978.02)	1749		April JE#16			
A/R - AEAO		10	05/31/2024	(2,150.85)	1756		May JE#10			
A/R - AEAO (Admin Fee)		7	06/30/2024	100,000.00	1789		June JE#27			
A/R - AEAO (4th Q Activity)		7	06/30/2024	162,834.14	1789		JUne JE#7			
A/R - AEAO (Interest Income)		7	06/30/2024	(95,302.91)	1789		June JE#27			
A/R - AEAO		2	06/30/2024	(2,598.51)	1773		June JE#19			
		Total Journal Source AJ		\$160,803.85						
		Account Balance		\$0.00						

Only Web 5 Activity for Date Range (\$234,686.32)

11. Superintendent's Report

- Red Rover Attendance

- Superintendent Evaluation quarterly meetings?

12. Communications

MASB is offering a rebate of up to \$750 in registrations or services for this school year for their 75th anniversary. One option is Strategic Planning. Another is a free registration for the Annual Leadership Conference. The ISD should choose one.

13. **Adjournment**