

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

Wednesday, May 14, 2025 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: *The mission of C.O.O.R. ISD is to deliver expert services, impactful programs, and responsive leadership to our schools and communities.*

3. Adopt the Agenda

4. 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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 Board President

Nancy Persing,  
 Vice President

Jim Gendernalik,  
 Board Treasurer

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Trustees:  
 Anthony Bair  
 Alyssa Faulkner  
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**ADMINISTRATION**

Shawn Petri,  
 Superintendent

Melisa Akers,  
 Director of Special Education

Mike Evans,  
 Director of Career and  
 Technical Education

Katie Harris,  
 Director of Instructional Services

Katie Keith,  
 Supervisor of Early Childhood

Kurt Loll,  
 Finance Director

Somer Quinlan,  
 Director of ROOC, Inc.

Jared Socia,  
 Director of Operations

To: Shawn Petri, Superintendent

From: Katie Harris

Date: April 2025

Subject: Instructional Services Update

**Instructional Services**

*Director: Katie Harris*

**COOR Instructional Leadership Team  
 Communication**

*Talking Points:*

- *Continued data collection on current communication processes between the Student Support Network (SSN) and districts*
- *Began to develop district priority practice information presentation*
- *Continued development of SSN priority practice materials and/or resources*

**COOR Student Support Network  
 Communication**

*Talking Points:*

- *Continued data collection on current communication processes between the Student Support Network (SSN) and districts*
- *Began to develop district priority practice information presentation*
- *Continued development of SSN priority practice materials and/or resources*

**31n Team**

*Behavioral Health Coordinator: Michelle Culton-Ekstrom*

- *Whole Child Assessments - Our team is in the process of completing the final two for the school year.*
- *End-of-Year report is in process*
- *Our MDE 31n Monitoring Meeting has been completed and was a productive and successful event.*
- *31n state-level representative, Michelle Hutchinson, has conveyed clearly that 31n is evolving*

and will be focused increasingly on billable services in the upcoming year.

- 31n Provider, Michelle MacArthur, will be providing a TBRI Caregiver education program in Houghton Lake in May.
- 31n providers are preparing TBRI and SEL type of PD's for all new employees for the 25/26 school year.
- All 31n Providers will be attending the BTAM training presented by the Michigan State Police in May.

## **K-5 Literacy**

*K-5 Literacy Coach: Michelle Ewald*

### **ISD-Wide Professional Learning**

Latest podcast updates:

- [Episode 4 - teacher professional learning - recently released](#)
- Episode 5 - online teaching resources - almost completed
- Planning to continue the series in the fall and offer them in conjunction with the opportunity to earn SCECHs

### **District-Level Support:**

Ongoing support in each of these elementary buildings:

- **Charlton Heston Academy** - continuing monthly ELA support via Bookworms Q&A at early release days.
- **Fairview Elementary** - wrapping up work with one of the elementary teachers to support struggling readers through enhancing small group instruction.
- **Houghton Lake/Collins Elementary** - planning with Northeast Michigan Literacy Hub coordinator to support district families with K-5 children at the Houghton Lake Literacy Night on May 20th.
- **Mio Elementary** - ongoing planning with leadership team for continued CKLA support through facilitation of grade-level meetings and coaching.
- **Roscommon Elementary** - planning with the building coach for August professional learning to support Bookworms Intensive implementation.

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Director of ROOC, Inc.

Jared Socia,  
Director of Operations

To: Shawn Petri, Superintendent

From: Melisa Akers, Director of Special Education

Date: May 2, 2025

Subject: Special Education Update

## A Message from our Director, Melisa Akers



### Center-Based Program Highlights

We are pleased to share a photo of students and staff at the Adult Transition Center proudly wearing t-shirts designed with artwork created by one of our students, Chris. This was a meaningful way to showcase student creativity and build school spirit.

### School Nurse Update

We are excited to announce that we have extended an offer for our new school nurse position to Emily Quinlan, a long-time resident of our community. Pending board approval, Emily will begin her role at the center on July 1. With over 30 applicants for the position, Emily stood out for her clear vision and strong passion for student and staff wellness. Her role will not only focus on meeting students' physical

health needs but will also include support for mental health, wellness education, and broader social-emotional needs. We are thrilled about the positive impact she will bring to our school community.

### **Seclusion and Restraint Efforts**

Seclusion and restraint continue to be important topics in education statewide. Last week, I attended the Seclusion and Restraint Summit at Ferris State University, where over 100 educational leaders reviewed state data and shared strategies to reduce the use of these practices. In line with our commitment to student safety and dignity, we have already begun proactive steps. Our principal, Joe, and school social worker, Ayesha, have been trained in [Ukeru](#)—a trauma-informed, restraint-free crisis management approach. We plan to have all staff trained in Ukeru this fall. While our Crisis Intervention Team will remain trained in [CPI](#), it will only be used as a last resort when safety is at immediate risk.

### **A Message from Special Education Technical Assistance, Nicole Grace**

#### **COOR Representatives at the START Annual Conference**

On Monday, April 28, COOR representatives from the Northern Autism Network (NAN) attended the START Annual Conference as a team. The group included a diverse set of professionals and stakeholders: Nicole Grace, Amber Larrison, Tracy Hendershott, Tammy Baudoux, and Jen Hart. We were also fortunate to be joined by a parent representative whose four-year-old daughter, diagnosed with Autism, currently attends one of our local Head Start programs.

One of the keynote presentations focused on how language shapes our understanding of autism and how it impacts our interactions with Autistic individuals. Rooted in neurodiversity-affirming principles, the session explored the "double empathy problem," which describes mutual misunderstandings that can arise between Autistic and non-Autistic people due to differences in communication styles. Led by an Autistic speech-language pathologist (SLP), the presentation highlighted Autistic communication traits such as directness, passion for specific interests, and sensory influences — challenging traditional deficit-based interpretations and instead promoting these traits as reflections of a diverse worldview.

The presentation emphasized shifting the narrative from deficits to strengths, urging participants to reframe conversations about autism in ways that empower individuals and reduce stigma. Attendees were encouraged to build more inclusive and affirming environments by understanding and appreciating neurodiverse perspectives.

Another session focused on empowering users of augmentative and alternative communication (AAC). It underscored the importance of centering AAC users' voices in

decisions that affect them, advocating for person-centered planning, self-determination, and high expectations throughout their educational journey. Attendees explored actionable strategies to ensure meaningful participation in planning and support systems, helping to foster environments where AAC users can lead, communicate, and thrive.

Overall, the conference provided powerful insights and practical tools that align with our mission to support inclusive, respectful, and effective educational practices for all students.

## **A Message from our Transition Coordinator/Monitor, Brenda Vaughan-Ide**

### **Transition Services Update**

Staff are actively planning for the 2025–26 school year with a focus on strengthening transition services for students. Key activities include:

- Developing a calendar of professional development and community partnership events, including the annual Community Resource Fair. This event connects older students and their families with local organizations and services that support the transition to adulthood and post-school life.
- Collaborating with the Transition Council to establish consistent transition service guidelines across the ISD.
- Reviewing the use of transition assessments and expanding the focus to include independent living skills, social engagement, and employment readiness.

### **Monitoring and Compliance**

In the area of compliance and program monitoring:

- Staff are reviewing progress toward this year’s monitoring goals and evaluating the effectiveness of implementation strategies.
- Discussions are underway to identify focus areas for next year’s professional development based on data and observed needs.
- Meetings with state officials have taken place to help refine and clarify guidance on key compliance topics.

## **A Message from our Principal, Joe Moore**

As we approach the end of the 2024–2025 school year, our staff and students are hard at work completing MI-Access testing. This is Michigan’s alternate assessment designed for students with the most significant cognitive disabilities whose IEP teams have determined that general assessments, even with accommodations, are not appropriate.

Classroom teams have done a fantastic job smoothly integrating testing into their daily routines. Testing is expected to wrap up by the end of the month

We also received a generous donation from the Knights of Columbus Prince of Peace Council #6593, who presented a check for \$865 to support our students. These funds were raised through their annual Tootsie Roll Drive, which helps organizations serving individuals with intellectual disabilities. The donation will be distributed among classroom student activity accounts. We are incredibly thankful for their ongoing support of our programs and students!

**“Enchanted Nights” Community Prom – May 16th**

We’re excited to share that *Enchanted Nights*, a community prom for individuals with disabilities, will take place on May 16th from 7:00–10:00 p.m. at the CRAF Center. While this is not a school-sponsored event, many of our current and former students will be attending, and several staff members are volunteering their time to help make the evening memorable.

We extend our sincere thanks to former ATC instructor Mary Kleinert and current ATC instructor Angie Stern for their dedication and leadership in organizing this special event. It’s sure to be a joyful night filled with music, dancing, and celebration!



# Educational Technology Association

Technology for Learning

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## April 2025 ETA Report

Any questions please contact Josh Hayes, [jhayes@k12eta.org](mailto:jhayes@k12eta.org)

### Tickets (ETA Wide):

- Current Open: 305
- Created this month: 1193

### Trainings Provided:

- Google Classroom
- Artificial Intelligence
- 3D Printing
- STEM Kits
- Virtual Reality Tours
- PowerSchool
- TSDL Workshops

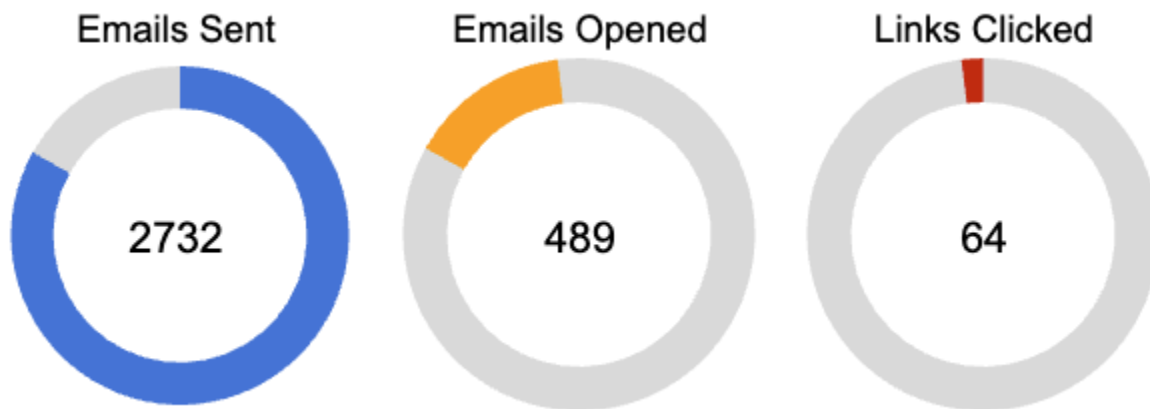
### Updates:

- Arrangements are being made with the Michigan State Education Network (MiSEN) to secure grant funding that will facilitate the connection of Fairview to Mio and subsequently to COOR ISD. This initiative will integrate Fairview into the MiSEN network, granting them access to internet services and enabling resource sharing with other districts and the Intermediate School District.
- The 12c consolidation grant is currently awaiting another review by Thrun. Once these minor changes are made, we will proceed to integrate Clare Gladwin RESD into the existing ETA structure. This expansion will significantly bolster and enhance our network operations, allowing for increased collaboration and shared resources.
- Patrick Wroble is assisting Cadillac Area Public Schools in the development of a phone server that is compatible with our system. Upon successful implementation, this will facilitate mutual support and collaboration, as we will be operating on the same platform.
- A transition to a new helpdesk solution is underway. Our current vendor provided limited notice regarding the implementation of a monthly fee for usage exceeding six users.

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

Given our organization's current user count of approximately thirty, we have elected to identify a more comprehensive solution that aligns with our expanding requirements.

- So far, testing has been going great on the technology side of things. A huge thank you to the ETA staff for preparing the devices.
- 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. Google backups were checked at COOR ISD, Manistee ISD, Wexford Missaukee ISD, and West Shore ESD. Veeam (server) backups have been checked for West Shore ESD, Crawford AuSable Schools, Mesick, Mason Country Central, COOR ISD, Manistee ISD, and Wexford Missaukee ISD
- Below are the latest statistics from last month's phishing campaign.



**R.O.O.C. Inc.**  
11018 North Cut Road, Roscommon, MI 48653  
[www.rooc.org](http://www.rooc.org)

**MEMORANDUM**

To: Shawn Petri  
From: Somer Quinlan  
Re: ROOC Update  
Date: May 1, 2025

Spring is here, and with it comes new energy and opportunities to enhance and expand our programming for the individuals we serve.

**Compliance:**

- Our Spring Professional Development Day will be held on Friday, May 9, 2025, at ROOC. Training will be provided by the Office of Recipient Rights.
- Our CARF application is scheduled for submission on May 5th. Once submitted, we will receive a date for the fall accreditation survey and audit. We are optimistic that our ongoing construction and renovation projects will be completed in time for their visit.

**Daily Programming & Community Connection:**

- Roscommon County Community Garden: The seedlings we planted earlier this season are growing well and will soon be ready for transplanting. We will continue to volunteer in the garden throughout the spring, summer and fall.
- Art Program Development: In collaboration with the Ausable Artisan Village, we are working to launch a new art program. This initiative will give our clients the opportunity to create and potentially sell original artwork-offering both creative expression and the potential for additional income.
- Crawford County Library Partnership: The Crawford County Library has received a national grant aimed at enhancing services for individuals with disabilities. As part of this initiative, they have reached out to ROOC for input. The project director will visit ROOC on May 6th to meet with our staff and clients, gather feedback, and explore collaborative solutions.

**Annual ROOC Satisfaction Survey:**

The ROOC Annual Satisfaction Survey was distributed to all stakeholders in April. If you haven't already done so, please take a few minutes to complete the survey as part of our CARF accreditation process and ongoing quality improvement efforts. Your responses are anonymous and only compiled in summary form. The survey will be open until May 12th.

**Thank you for your valuable input and continued support!**



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Jared Socia,  
Director of Operations

To: Shawn Petri, Superintendent

From: Michael Evans, CTE Director

Date: May 1, 2025

Subject: CATIC Update

**SkillsUSA Cosmetology Competition**

On April 12, the Cosmetology crew took a group of students to Grand Rapids to showcase their talents at the SkillsUSA State Competition. For many, it was their first time experiencing the "big city," and they made the most of it—refining their skills, building confidence, and forming connections with fellow cosmetology students from across the state. The trip was both memorable and inspiring!

**Welding Field Trips**

April brought several exciting field trip opportunities for CATIC Welding students. They visited Gaylord’s M-TEC Campus and toured various local welding and fabrication shops. These real-world experiences gave students a firsthand look at potential career paths and helped them envision their futures in the welding industry.

**Automotive Program Expansion**

After thoughtful consideration, CATIC is excited to announce that the Automotive program will expand into a two-year, in-house offering. Currently, students explore fundamental skills such as tire repair, steering and suspension, basic electrical systems, and fluid changes. With the addition of a second year, students will dive deeper into advanced topics, including engine and transmission maintenance and repair. This enhancement will provide a more comprehensive and career-ready experience.

**CATIC TBRI Training**

During our two-day April professional development session, CATIC staff engaged in valuable training on TBRI (Trust-Based Relational Intervention), led by the COOR 31n Team. Christie Pudvan, who has supported CATIC students throughout the year, facilitated an engaging discussion on how TBRI principles can be integrated into our classrooms. Staff, especially those in the Public Safety and Education programs, left the session energized and eager to continue fostering stronger, trust-based relationships with students.



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To: Shawn Petri, Superintendent  
From: Katie Keith, Early Childhood Supervisor  
Date: May 2025  
Subject: Early Childhood Update

**Great Start to Quality**

We are busy getting our Family Child Care Network (FCCN) grant-work up and running. On April 5th, we had 10 of our home-based child care providers attend the FCCN conference in Traverse City. Our providers joined with FCCN grant recipients from the Northwest and Upper Peninsula. Richard Cohen was the keynote speaker and he spoke about home-based child care providers being the heroes of our time and looking for the superpowers in themselves and the children. Other topics for the conference included: Q&A with licensing consultants, The Spirit of Play, Waldorf-inspired family child care curriculum, The Pyramid Model, Challenging Behavior: the brain-science connection, and Strategies using Puppet Play. We currently have a full roster of 25 home-based child care programs signed up as members. The providers will meet monthly, in person, to connect on training topics of their choice and for peer-to-peer connection time. They will also have money allotted to support purchasing items needed to attain their goals. We are currently in the process of hiring a new team member to help with some of the License Exempt Provider (LEP) training and work.

We have a program that one of our Quality Improvement Coaches is working with that just signed on to a partnership with MiWorks! Apprenticeship program. Houghton Lake Preschool signed Catherine Goeke, Emily LaBorde, and Elizabeth Harms to a new Early Care and Education Apprenticeship for the Child Development Specialist role. This is their first time using the apprenticeship program. Congrats to them! Apprenticeship is a proven strategy for hiring, training, and retaining employees.



## Great Start Collaborative & Great Start Parent Coalition

Our Family Coalition had their first StoryWalk event. StoryWalks are an innovative and engaging way to combine reading, physical activity, and community interaction. It involves deconstructing a children's picture book and displaying its pages sequentially along an outdoor path or trail. This setup encourages families to walk together, enjoying both the story and the outdoors.

In a typical StoryWalk the pages of a children's book are laminated and mounted on stakes or display stands, then placed at intervals along a (outdoor)walking route, (indoor) playground /classroom/gym etc. As participants proceed along the path, they read the story page by page. This format not only makes reading a dynamic experience but also encourages movement and exploration .

The Coalition had 15 families attend and families received a Great Start Cooler and a book to continue to support literacy at home. The Coalition plans to continue a monthly StoryWalk through the Spring and Summer.



## Great Start Readiness Program

Enrollment [dashboard](#) 2025-26

COOR received the funding application for 2025-26 GSRP. We are requesting spots for two more classrooms and expanding 8 classrooms to 20 children per classroom. Enrollment is slowly starting to progress.

**5. 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.**

**6. 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: April 9, 2025 and approve modification to the attendance section of the March 12, 2025 meeting minutes.

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## 1. Call to order & Roll Call

President Mangutz called the meeting to order at 6:00 PM. Present: Ian Faulkner, Dr. James Mangutz, Jim Gendernalik, Kara Mularz, Anthony Bair, Alyssa Faulkner. Absent: Nancy Persing. Present: 6, Absent: 1. Superintendent Petri, Kim Murphy, Joe Moore, Pat Niemczyk, Meranda Homan-Morris, Emily Gubancsik, and Jane Petri were in attendance. The department directors joined the meeting remotely.

## 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. Motion by Kara Mularz, seconded by Jim Gendernalik, carried (6-0).

## 4. Department Updates were reviewed in advance of the meeting:

- Career & Technical Education Department

- Early Childhood Department

- Instructional Services Department

- Special Education Department

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

- K12 ETA (Educational Technology Association)

## 5. 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.

Joe Moore, CEC Principal, presented CEC students' work for the Special Communications Contest sponsored by the Optimist Club of West Branch. The topic was "What does Optimism mean to me?"

## 6. 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.)

6.A. Approve minutes of previous meeting on February 13, 2025

6.B. Approval of Bills for February 2025 totaling \$1,822,015.24

6.C. Approve MILAF Statement and Revenue & Expenditure Reports for February 2025

6.D. Approve 2025-26 ROOC calendar

*Approve the Consent Agenda as presented.* Motion by Ian Faulkner, seconded by Anthony Bair, carried (6-0).

## 7. Action Items

7.A. *Update Policy 4113, ESTA and the related form, 4113-F.* This motion, made by Kara Mularz and seconded by Alyssa Faulkner, Carried (6-0). Nancy Persing: Absent, Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes  
Yes: 6, No: 0, Absent: 1

7.B. *Approve 24-25 Special Education Budget Amendment as presented.* This motion, made by Kara Mularz and seconded by Ian Faulkner, Carried (6-0). Nancy Persing: Absent, Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes  
Yes: 6, No: 0, Absent: 1

7.C. *Approve a contract with Schools OPEN, LLC in the amount of \$5,850 with a conversion fee of \$15,400 for a total of \$21,250.* This motion, made by Ian Faulkner and seconded by Alyssa Faulkner, Carried (6-0).

7.D. Accept bid proposals provided by Integrity Construction for the COOR Educational Center renovation

SUBTOTAL	\$2,602,543.00
Contingency (15%)	\$390,381.00
Estimated General Conditions	\$65,250.00
- Add for Slab Saw cutting (Allowance)	\$10,000.00
Construction Manager Fee	\$260,000.00
TOTAL	\$3,328,174.00

*Accept bid proposals provided by Integrity Construction totaling \$3,328,174.00.* This motion, made by Alyssa Faulkner and seconded by Kara Mularz, Carried (6-0). Nancy Persing: Absent, Anthony Bair: Yes, Alyssa Faulkner: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes. Absent: 1

## 8. Information Items

- Social Media Reports: COOR ISD and CATIC
- MASB Spring Institute will be May 2nd-4th at Mission Point Resort on Mackinac Island.

## 9. Alternative Educational Academy of Ogemaw County

- March 10th agenda
- February minutes
- Engagement letter

## 10. Superintendent's Report

- RFP bid process for CEC Construction Project
- Board Book Login Discussion
- Governor's State of the State Address
- Title IX updates

Jim Gendernalik left the meeting at 6:53

11. Communications

- Strategic Plan 2-page summary from MASB
- MASB Spring Institute will be at Mission Point Resort on Mackinac Island May 2-4, 2025.

12. Adjournment

*Adjourn the meeting at 7:03 p.m.* This motion, made by Kara Mularz and seconded by Alyssa Faulkner, Carried (5-0) Persing and Gendernalik absent.

Respectfully submitted,

Kimberly Murphy

Ian Faulkner, Board Secretary



COOR Intermediate School District  
Regular Board of Education Meeting  
Wednesday, April 9, 2025 - 6:00 PM Eastern  
Location: COOR ISD Central Office, 11051 N. Cut Rd, Roscommon, MI 48653

### 1. Call to order & Roll Call

President Mangutz called the meeting to order at 6:00 PM. Present: Ian Faulkner, Jim Gendernalik, Kara Mularz, Nancy Persing, Anthony Bair, and Dr. James Mangutz. Absent: Alyssa Faulkner. Present: 6, Absent: 1. Also in attendance: Superintendent Petri, Kim Murphy, Becky Socia, Jane Petri, Zach Miller and father, Tracy Randall, Heather Jackson, Tresa Grundstadt, Raemond and Michelle Mathy, Paul Curtis.

### 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

Adopt the agenda with the addition of action item 9D, approve general fund amended budget for 24-25. This motion, made by Kara Mularz and seconded by Nancy Persing, Carried. (6-0), 1 Absent.

### 4. Adult Transition Center Student celebration - success story with job site at M and M Small Engine Repair.

Principal Joe Moore stated he is very proud of the work-based learning program at the ATC. One success story was presented to the board: student Zach Miller fully deconstructed a chainsaw, including rebuilding the carburetor, over 2-3 weeks at the job site. He then put it back together- piece by piece - with lots of persistence. When he successfully started the chainsaw, he was excited and very proud. M and M Small Engine owners Raemond and Michelle Mathy and employee Paul Curtis attended the meeting to show their support. Raemond stated that Zach showed a lot of interest and worked hard on the project. “The smile on his face says it all.” The job coach said that Zach’s dedication made it worth it. Independence Facilitator Heather Jackson stated, “Work-based learning has a great impact on students...we see their faces light up as they learn a new skill.”

*5. Resolution: Accept the offer of Purchaser as set forth in its bid, and the terms and conditions set forth therein, in the amount of \$3,500,000 and designated 2025 School Improvement Bonds (General Obligation - Limited Tax). This motion, made by Ian Faulkner and seconded by Jim Gendernalik, Carried. Alyssa Faulkner: Absent, Anthony Bair: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1*

Webster Bank is the Purchaser and Huntington Bank is the Paying Agent. COOR is working with a financial advisor, who advised that Webster Bank was reliable. This bank

allows an optional 5-year call. The state has not notified us yet if we will be awarded any grant funds that we requested. Closing date: April 28, 2025.

## 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)

## 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.)

*Approve all items on the Consent Agenda.* This motion, made by Kara Mularz and seconded by Anthony Bair, Carried. Alyssa Faulkner: Absent, Anthony Bair: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1

8.A. Approve minutes of previous meeting on March 12, 2025

8.B. Approval of Bills for March 2025 totaling \$1,537,382.99

8.C. Approve Revenue & Expenditure Reports and the MILAF statement for March 2025

8.D. Continue giving central office staff the option to work four 10-hour days or four 9-hour days and 4 hours on Friday and close the office to the public on Fridays from June 16th to August 22, 2025.

8.E. Continue the practice of closing the Central Office the Friday before Labor Day as a vacation day to coincide with state law for schools (Friday, August 29, 2025)

8.F. Approve renewal of Vended school meal contract with Roscommon Area Public Schools for 2025-26 with breakfasts at \$2.58 and lunches at \$3.87 per meal (3.1% increase).

8.G. Approve 2025-26 calendar for the COOR Educational Center and Adult Transition Center as presented

## 9. Action Items

9.A. *Ratify an agreement with Valerie Sloan, School Psychologist, from March 17th to June 30, 2025.* This motion, made by Jim Gendernalik and seconded by Nancy Persing, Carried. Alyssa Faulkner: Absent, Anthony Bair: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1

9.B. *Approve 2025-2030 Strategic Plan and update Policy 1201 with the new mission statement: The mission of C.O.O.R. ISD is to deliver expert services, impactful programs,*

*and responsive leadership to our schools and communities.* This motion, made by Kara Mularz and seconded by Ian Faulkner, Carried. Alyssa Faulkner: Absent, Anthony Bair: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1

Superintendent Petri reviewed the Strategic Planning Report and 2-page summary with the board. Additional materials will be provided to the general public.

9.C. *Approve Title IX Positions:*

- Alexis Wilson, Coordinator
- Michael Evans, Investigator
- Joe Moore, Investigator (after training)
- Nicole Grace, Investigator (after training)
- Katie Keith, Decision Maker
- Katie Harris, Decision Maker
- Melisa Akers, Decision Maker
- Shawn Petri, Appeal Officer

This motion, made by Kara Mularz and seconded by Ian Faulkner, Carried.

Alyssa Faulkner: Absent, Anthony Bair: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes  
Yes: 6, No: 0, Absent: 1

Superintendent Petri stated that the training is the same for everyone.

9.D. *Approve amended 2024-25 General Fund Budget as presented.* This motion, made by Jim Gendernalik and seconded by Anthony Bair, Carried.

Alyssa Faulkner: Absent, Anthony Bair: Yes, Ian Faulkner: Yes, Jim Gendernalik: Yes, James Mangutz DDS: Yes, Kara Mularz: Yes, Nancy Persing: Yes – Yes: 6, No: 0, Absent: 1

There is a projected fund balance of \$3.8 million, This includes 31n funds for behavioral health support staff which can be deferred to next school year. Some funds will be set aside for capital projects (repairs). Staff have written grants to fund important initiatives.

10. Information Items

Social Media Report for COOR ISD: monthly reach of 17,199  
COOR ATIC: data unavailable at this time.

11. Superintendent's Report

- Statewide Facility Study: The School Finance Research Foundation was leading school facilities studies across Michigan. The report for the COOR Educational Center came back with many items suggested that we are already acting on to improve the structure.
- Construction Project Update: Construction will begin Monday, April 17 with asbestos removal, since the bond was approved by the board. It will hopefully be done in August before the 25-26 school year. The board recommended donating any old furniture we no longer need. The superintendent plans to get a plaque commemorating the board members who made the updates possible.
- OCR office changes: The Cleveland office for the Office of Civil Rights will be closed. All issues will now go to Washington, D.C.

- Federal Dept. of Education: Any funding effects would start in the 25-26 school year if the federal department of education is closed.
- Communications best practices: Reminder to maintain Open Meetings Act rules with emails and texts – board members shouldn't reply to all.
- The Superintendent Evaluation Special Meeting will be on Wed, May 28th at 6:00 PM

12. Communications to the board

- COOR ISD Facility Study (School Finance Research Foundation)
- Annual conflict of interest forms were completed & notarized
- If board members want to donate to the student activity fund, they would need to cash the checks from COOR and then write a personal check back to COOR.

13. Adjournment

*Adjourn the meeting.* This motion, made by Jim Gendernalik and seconded by Kara Mularz, Carried. (6-0, 1 absent). Time: 7:14 PM

Respectfully submitted,



Rebecca Socia



Ian Faulkner, Board Secretary

B. Approval of Bills for April 2025  
totaling \$1,665,665.17

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# A/P Check Register

Printed: 05/05/2025 9:19:44AM  
 COOR ISD  
 Check Date: 4/1/2025 to 4/30/2025

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total	
21278	NICOLE GRACE	9099	04/09/2025	105587	(61.50)	0.00	(61.50)	
			<b>Void by KLM on 4/9/2025</b>					
21278	NICOLE GRACE	9099	04/09/2025	105672	(196.00)	0.00	(196.00)	
			<b>Void by KLM on 4/9/2025</b>					
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	99	04/04/2025	105906	416.18	0.00	416.18	
142268	ADAM L WRIGHT	610	04/04/2025	105907	55.70	0.00	55.70	
142219	ALLISON BROWNFIELD	610	04/04/2025	105908	30.00	0.00	30.00	
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	610	04/04/2025	105909	1,764.83	0.00	1,764.83	
141145	AUSABLE MEDIA GROUP LLC	610	04/04/2025	105910	246.00	0.00	246.00	
142222	BRIAN MARTELL	610	04/04/2025	105911	30.00	0.00	30.00	
2575	BURMAX COMPANY, INC	610	04/04/2025	105912	2,653.86	0.00	2,653.86	
8392	CHARLTON HESTON ACADEMY	610	04/04/2025	105913	45,114.01	0.00	45,114.01	
19631	CHRISTINA TAPPAN	610	04/04/2025	105914	211.72	0.00	211.72	
4100	CONSUMERS ENERGY PAYMENT CENTER	610	04/04/2025	105915	3,078.64	0.00	3,078.64	
4440	CRAWFORD AUSABLE SD	610	04/04/2025	105916	140,147.52	0.00	140,147.52	
4900	DEAN TRANSPORTATION INC	610	04/04/2025	105917	50.01	0.00	50.01	
5000	DELISLE ASSOCIATES LTD	610	04/04/2025	105918	4,458.00	0.00	4,458.00	
11056	DESIREE LIPSKI	610	04/04/2025	105919	248.40	0.00	248.40	
8420	EAST HIGGINS LAKE TRUE VALUE	610	04/04/2025	105920	64.52	0.00	64.52	
6781	FRONTIER	610	04/04/2025	105921	540.00	0.00	540.00	
141738	GILL-ROY'S HARDWARE	610	04/04/2025	105922	31.26	0.00	31.26	
142113	GOOGLE VOICE INC	610	04/04/2025	105923	118.90	0.00	118.90	
7552	GRAYLING COOPERATIVE PRESCHOOL, INC.	610	04/04/2025	105924	63,779.22	0.00	63,779.22	
141941	HELEN SHASTAL	610	04/04/2025	105925	327.50	0.00	327.50	
142191	HIGGINS LAKE STORAGE	610	04/04/2025	105926	100.00	0.00	100.00	
142028	HURST MECHANICAL	610	04/04/2025	105927	379.32	0.00	379.32	
11870	INCOMPASS MICHIGAN	610	04/04/2025	105928	470.00	0.00	470.00	
141911	INTEGRITY CONSTRUCTION SERVICES	610	04/04/2025	105929	13,771.60	0.00	13,771.60	
20457	KATHRYN VANWORMER WALDIE	610	04/04/2025	105930	70.30	0.00	70.30	
10030	KATIE KEITH	610	04/04/2025	105931	157.08	0.00	157.08	
141880	KINGSCOTT ASSOCIATES INC	610	04/04/2025	105932	80,297.08	0.00	80,297.08	
142036	KYM NARAYANA	610	04/04/2025	105933	266.60	0.00	266.60	
5155	LI'L WILLIES	610	04/04/2025	105934	115.00	0.00	115.00	
141656	MARK A SLOANE DO PC	610	04/04/2025	105935	2,625.00	0.00	2,625.00	
12340	MASB	610	04/04/2025	105936	125.00	0.00	125.00	
11598	MELISSA MAEDER	610	04/04/2025	105937	101.40	0.00	101.40	
141851	MISEN	610	04/04/2025	105938	432.00	0.00	432.00	
142135	NATIONAL SEATING & MOBILITY INC	610	04/04/2025	105939	8,868.50	0.00	8,868.50	
14205	NCS PEARSON, INC.	610	04/04/2025	105940	363.15	0.00	363.15	
14545	NEMCSA	610	04/04/2025	105941	17,004.53	0.00	17,004.53	
142248	NEMI FAMILY RESOURCE CENTER	610	04/04/2025	105942	225.00	0.00	225.00	
15585	PELION BENEFITS, INC.	610	04/04/2025	105943	250.00	0.00	250.00	
141711	PURITY CYLINDER GASES INC	610	04/04/2025	105944	2,058.28	0.00	2,058.28	
141875	RADIO NORTH LLC	610	04/04/2025	105945	1,500.00	0.00	1,500.00	
16390	RAY'S PARTS CENTER	610	04/04/2025	105946	210.88	0.00	210.88	
141124	REBEKAH SEELow	610	04/04/2025	105947	286.20	0.00	286.20	
7160	ROSCOMMON AREA PUBLIC SCHOOLS	610	04/04/2025	105948	117,258.82	0.00	117,258.82	
17030	ROSCOMMON COUNTY TRANSPORTATION AU	610	04/04/2025	105949	1,590.00	0.00	1,590.00	
141740	SCENARIO LEARNING LLC	610	04/04/2025	105950	2,735.10	0.00	2,735.10	
17870	SEG WORKERS COMPENSATION FUND	610	04/04/2025	105951	3,440.00	0.00	3,440.00	

# A/P Check Register

Printed: 05/05/2025 9:19:44AM

COOR ISD

Check Date: 4/1/2025 to 4/30/2025

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
17880	SEHI COMPUTER PRODUCTS INC	610	04/04/2025	105952	615.09	0.00	615.09
141133	SHANNON REA	610	04/04/2025	105953	701.20	0.00	701.20
15685	SHAWN PETRI	610	04/04/2025	105954	195.70	0.00	195.70
18273	SKILLSUSA INC	610	04/04/2025	105955	28.00	0.00	28.00
141649	STAPLES	610	04/04/2025	105956	92.56	0.00	92.56
18782	STATE OF MICHIGAN	610	04/04/2025	105957	161,400.00	0.00	161,400.00
19370	SYLVESTER'S	610	04/04/2025	105958	263.90	0.00	263.90
20152	TAMMY TYLER	610	04/04/2025	105959	540.30	0.00	540.30
142039	TESTOUT CORPORATION	610	04/04/2025	105960	1,392.00	0.00	1,392.00
141511	THALMA HIBBARD	610	04/04/2025	105961	92.40	0.00	92.40
19800	THRUN LAW FIRM P.C.	610	04/04/2025	105962	650.00	0.00	650.00
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	610	04/04/2025	105963	65,950.34	0.00	65,950.34
20970	WM CORPORATE SERVICES INC	610	04/04/2025	105964	171.06	0.00	171.06
142246	ROOSEN, VARCHETTI, & OLIVER PLLC	93	04/11/2025	105965	72.58	0.00	72.58
20310	UNITED WAY OF ROSCOMMON COUNTY	93	04/11/2025	105966	2.00	0.00	2.00
141441	VELO LAW OFFICE	93	04/11/2025	105967	62.82	0.00	62.82
12880	MESSA	99	04/18/2025	105968	8,132.34	0.00	8,132.34
11952	MATTS LAKE STREET GRILL	612	04/16/2025	105969	110.00	0.00	110.00
142216	ACD.NET	611	04/17/2025	105970	689.71	0.00	689.71
142151	ALL CAMPUS SECURITY	611	04/17/2025	105971	555.46	0.00	555.46
141200	AMAZON CAPITAL SERVICES INC	611	04/17/2025	105972	3,794.63	0.00	3,794.63
551	AMERICAN RED CROSS TRAINING SERVICES	611	04/17/2025	105975	1,600.00	0.00	1,600.00
142253	ANTHONY BAIR	611	04/17/2025	105976	62.20	0.00	62.20
810	APPLE INC	611	04/17/2025	105977	1,278.00	0.00	1,278.00
141990	AYESHA WEBER	611	04/17/2025	105978	126.00	0.00	126.00
142270	BAYMONT BY WYNDHAM PAW PAW	611	04/17/2025	105979	234.15	0.00	234.15
142270	BAYMONT BY WYNDHAM PAW PAW	611	04/17/2025	105980	234.15	0.00	234.15
2554	BECKY BUNN	611	04/17/2025	105981	72.80	0.00	72.80
20535	BRENDA VAUGHAN-IDE	611	04/17/2025	105982	342.30	0.00	342.30
11592	CARRIE MACKO	611	04/17/2025	105983	53.90	0.00	53.90
8392	CHARLTON HESTON ACADEMY	611	04/17/2025	105984	60,460.96	0.00	60,460.96
142174	CHASIN` CARS WASH N STORE	611	04/17/2025	105985	91.25	0.00	91.25
142190	CHEF KAYTIE LLC	611	04/17/2025	105986	289.00	0.00	289.00
141931	CHRISTINA PUDVAN	611	04/17/2025	105987	331.80	0.00	331.80
142118	CMH EDUCATIONAL CONSULTING LLC	611	04/17/2025	105988	4,450.00	0.00	4,450.00
141698	COMPHEALTH MEDICAL STAFFING	611	04/17/2025	105989	16,754.49	0.00	16,754.49
16940	COUNTY OF ROSCOMMON COUNTY TREASURER	611	04/17/2025	105990	63.76	0.00	63.76
4400	CRAF CENTER	611	04/17/2025	105991	2,400.00	0.00	2,400.00
4440	CRAWFORD AUSABLE SD	611	04/17/2025	105992	24.20	0.00	24.20
11005	CROWNE PLAZA LANSING WEST	611	04/17/2025	105993	136.74	0.00	136.74
4470	CRWFD CNTY TRANSP AUTH	611	04/17/2025	105994	1,152.00	0.00	1,152.00
142124	CRYSTAL DAVIS	611	04/17/2025	105995	30.10	0.00	30.10
4900	DEAN TRANSPORTATION INC	611	04/17/2025	105996	49,915.70	0.00	49,915.70
11056	DESIREE LIPSKI	611	04/17/2025	105997	189.00	0.00	189.00
5096	DEWEY'S AUTO REPAIR	611	04/17/2025	105998	94.48	0.00	94.48
142101	DOUBLE TREE BY HILTON LANSING	611	04/17/2025	105999	286.76	0.00	286.76
142101	DOUBLE TREE BY HILTON LANSING	611	04/17/2025	106000	143.38	0.00	143.38
142101	DOUBLE TREE BY HILTON LANSING	611	04/17/2025	106001	143.38	0.00	143.38
142101	DOUBLE TREE BY HILTON LANSING	611	04/17/2025	106002	143.38	0.00	143.38
142101	DOUBLE TREE BY HILTON LANSING	611	04/17/2025	106003	143.38	0.00	143.38
142218	ELEVATE THERAPY COMPANY	611	04/17/2025	106004	6,840.00	0.00	6,840.00
141715	EMILY BOERSEN	611	04/17/2025	106005	35.42	0.00	35.42

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# A/P Check Register

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Check Date: 4/1/2025 to 4/30/2025

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
6112	FAIRFIELD INN & SUITES	611	04/17/2025	106006	145.95	0.00	145.95
6110	FAIRVIEW AREA SCH DIST	611	04/17/2025	106007	26,032.96	0.00	26,032.96
6115	FAIRVIEW EAGLE'S NEST PRESCHOOL	611	04/17/2025	106008	8,525.00	0.00	8,525.00
6781	FRONTIER	611	04/17/2025	106009	110.78	0.00	110.78
141697	FUN FIRST THERAPY PLLC	611	04/17/2025	106010	35,552.18	0.00	35,552.18
141738	GILL-ROY'S HARDWARE	611	04/17/2025	106011	52.61	0.00	52.61
141883	HANNAH VANCURA	611	04/17/2025	106012	24.55	0.00	24.55
141981	HEATHER SHARPE	611	04/17/2025	106013	60.20	0.00	60.20
8791	HOUGHTON LAKE COMMUNITY SCHOOL	611	04/17/2025	106014	119,098.99	0.00	119,098.99
142271	HYATT PLACE GRAND RAPIDS/DOWNTOWN	611	04/17/2025	106015	472.48	0.00	472.48
6195	IAN FAULKNER	611	04/17/2025	106016	34.90	0.00	34.90
142142	ILENE SMITH	611	04/17/2025	106017	45.01	0.00	45.01
141635	JANWAY	611	04/17/2025	106018	14,429.00	0.00	14,429.00
142086	JENNIFER HART	611	04/17/2025	106019	217.00	0.00	217.00
15344	JESSICA PARTAKA	611	04/17/2025	106020	65.00	0.00	65.00
9025	JIM GENDERNALIK	611	04/17/2025	106021	99.20	0.00	99.20
141203	JULIE BELL	611	04/17/2025	106022	70.31	0.00	70.31
141343	KARA MULARZ	611	04/17/2025	106023	83.20	0.00	83.20
141667	KAREN WALTON EBNIT	611	04/17/2025	106024	2,800.00	0.00	2,800.00
19892	KATHRYN TOONSTRA	611	04/17/2025	106025	57.40	0.00	57.40
10020	KEENAN THERAPEUTICS PC	611	04/17/2025	106026	9,283.47	0.00	9,283.47
141492	KERRI SMITZ	611	04/17/2025	106027	147.70	0.00	147.70
141880	KINGSCOTT ASSOCIATES INC	611	04/17/2025	106028	69,685.12	0.00	69,685.12
141972	LILLIE MEADOWS	611	04/17/2025	106029	177.17	0.00	177.17
9157	LOUIKO SUNDAY	611	04/17/2025	106030	149.10	0.00	149.10
12341	MASB-SEG PROPERTY CASUALTY POOL INC	611	04/17/2025	106031	2,999.00	0.00	2,999.00
12505	MASSP	611	04/17/2025	106032	450.00	0.00	450.00
12880	MESSA	611	04/17/2025	106033	96,352.29	0.00	96,352.29
3753	MICHELE COCHRANE	611	04/17/2025	106037	241.50	0.00	241.50
142077	MICHELLE CULTON EKSTROM	611	04/17/2025	106038	271.60	0.00	271.60
141775	MICHELLE EWALD	611	04/17/2025	106039	198.00	0.00	198.00
15351	MICHELLE PATTERSON	611	04/17/2025	106040	70.00	0.00	70.00
15652	NANCY PERSING	611	04/17/2025	106041	116.60	0.00	116.60
14205	NCS PEARSON, INC.	611	04/17/2025	106042	143.45	0.00	143.45
21278	NICOLE GRACE	611	04/17/2025	106043	257.50	0.00	257.50
14890	OGEMAW COUNTY PUBLIC TRANSIT	611	04/17/2025	106044	72.00	0.00	72.00
141526	OGEMAW COUNTY TREASURER	611	04/17/2025	106045	29.77	0.00	29.77
16100	PRO-ED	611	04/17/2025	106046	418.00	0.00	418.00
16380	RAVEN ANALYTICAL LAB	611	04/17/2025	106047	120.00	0.00	120.00
19081	ROBERT J GORDON DOFAA-INS PLLC	611	04/17/2025	106048	60.00	0.00	60.00
7161	ROSCOMMON FOOD SERVICE	611	04/17/2025	106049	435.53	0.00	435.53
141992	SHARON MCMILLAN	611	04/17/2025	106050	56.98	0.00	56.98
18454	SOLUTION TREE	611	04/17/2025	106051	81.40	0.00	81.40
18555	SPARTAN STORES LLC	611	04/17/2025	106052	111.99	0.00	111.99
1415	TAMMY BAUDOUX	611	04/17/2025	106053	213.50	0.00	213.50
141511	THALMA HIBBARD	611	04/17/2025	106054	99.40	0.00	99.40
142272	THE KINGSLEY BLOOMFIELD HILLS	611	04/17/2025	106055	369.50	0.00	369.50
141630	TWO RARE DESIGN	611	04/17/2025	106056	508.00	0.00	508.00
141582	VISION CONSULTING LLC	611	04/17/2025	106057	991.94	0.00	991.94
20900	WALMART BUSINESS CARD	611	04/17/2025	106058	67.72	0.00	67.72
20970	WM CORPORATE SERVICES INC	611	04/17/2025	106059	73.35	0.00	73.35
21770	XEROX CORP	611	04/17/2025	106060	1,144.30	0.00	1,144.30
142246	ROOSEN, VARCHETTI, & OLIVER PLLC	93	04/25/2025	106061	124.37	0.00	25 124.37

# A/P Check Register

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COOR ISD

Check Date: 4/1/2025 to 4/30/2025

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
19978	TSA CONSULTING GROUP INC	93	04/25/2025	106062	2,595.00	0.00	2,595.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	04/25/2025	106063	2.00	0.00	2.00
141441	VELO LAW OFFICE	93	04/25/2025	106064	191.99	0.00	191.99
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	99	04/25/2025	106065	434.40	0.00	434.40
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	613	04/25/2025	106066	1,773.49	0.00	1,773.49
142235	AT&T MOBILITY	613	04/25/2025	106067	38.23	0.00	38.23
5385	DTE ENERGY	613	04/25/2025	106068	2,742.31	0.00	2,742.31
8791	HOUGHTON LAKE COMMUNITY SCHOOL	613	04/25/2025	106069	634.85	0.00	634.85
142142	ILENE SMITH	613	04/25/2025	106070	301.84	0.00	301.84
141203	JULIE BELL	613	04/25/2025	106071	108.01	0.00	108.01
142184	KNIGHT WATCH INC	613	04/25/2025	106072	6,632.20	0.00	6,632.20
13651	MIO AUSABLE SCHOOL DISTRICT	613	04/25/2025	106073	63,565.26	0.00	63,565.26
18430	REBECCA SOCIA	613	04/25/2025	106074	9.31	0.00	9.31
7161	ROSCOMMON FOOD SERVICE	613	04/25/2025	106075	2,984.08	0.00	2,984.08
20571	VERIZON WIRELESS	613	04/25/2025	106076	1,005.91	0.00	1,005.91
225	AFLAC	99	04/25/2025	106077	1,155.14	0.00	1,155.14
141103	ORS	94	04/04/2025	20170544 <del>4</del>	0.00	83,421.07	83,421.07
141105	HEALTH EQUITY	94	04/11/2025	20170544 <del>5</del>	0.00	2,423.51	2,423.51
20245	US TREASURY	94	04/11/2025	20170544 <del>6</del>	0.00	40,407.89	40,407.89
142166	JPMORGAN CHASE BANK NA	612	04/01/2025	20170544 <del>7</del>	0.00	7,121.25	7,121.25
20245	US TREASURY	96	04/18/2025	20170544 <del>8</del>	0.00	113.60	113.60
141103	ORS	94	04/18/2025	20170544 <del>9</del>	0.00	73,436.14	73,436.14
141105	HEALTH EQUITY	94	04/25/2025	20170545 <del>0</del>	0.00	2,413.51	2,413.51
141106	MICHIGAN DEPT OF TREASURY	94	04/25/2025	20170545 <del>1</del>	0.00	14,580.73	14,580.73
20245	US TREASURY	94	04/25/2025	20170545 <del>2</del>	0.00	44,719.48	44,719.48
142167	BMO	615	04/07/2025	20170545 <del>3</del>	0.00	7,912.62	7,912.62
<b>Report Totals</b>					<b>\$1,389,115.37</b>	<b>\$276,549.80</b>	<b>\$1,665,665.17</b>

C. Approve MILAF statement and Revenue &  
Expenditure Reports for April 2025  
D. Approve 2029-30 ISD Common  
Calendar as presented

28



**COOR I.S.D.**  
**11051 N. Cut Road**  
**Roscommon, MI 48653**  
**989-275-9555**

## 2029-2030 CALENDAR

- September 3            Labor Day
- November 1            ISD-wide PD Day
- November 22-23      Thanksgiving
- Dec 24 - Jan 2        Winter Break
- March 22 - April 1    Spring Break
- April 19                Good Friday
- May 27                 Memorial Day

   Holiday/No School  
   Staff Development Day

**July**

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

**August**

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

**September**

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

**October**

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

**November**

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

**December**

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

**January**

S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**February**

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

**March**

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

**April**

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

**May**

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

**June**

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

E. Approve the proposed 3-year salary schedules for non-union staff members as presented

F. Approve contract renewals for non-union staff at the central office with salary increases

- Nicole Grace
- Carrie Macko
- Joseph Moore
- Kimberly Murphy
- Shannon Rea
- Kerri Smitz
- Rebecca Socia
- Alexis Wilson

**7. Action Items**

A. Approve July 2025- June 2030 agreement with Iosco RESA for Alternative Educational Academy of Ogemaw County and approve the appointment renewal of Lisa Bolen and Mark Berdan as board members for July 1, 2025-June 30, 2028. (see page 111.)

30

**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, 2025-June 30, 2030**

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RESOLUTION  
&  
REAUTHORIZING RESOLUTION

**Ogemaw Regional Educational Service Agency**

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

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

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

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

**(a) Terms of Contract.** If the COOR ISD Board, in its sole discretion, determines that Academy satisfies the following criteria, the Contract may commence on July 1, 2025 and remain in full force and effect until June 30, 2030, unless sooner terminated according to the contract terms:

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

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

**NOW, THEREFORE, BE IT RESOLVED:**

1. The COOR ISD Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents ("Contract") to the Academy:
  - a. The COOR ISD Board approves the form of the Contract and related documents as submitted to and reviewed by the COOR ISD Board;
  - b. The COOR ISD Board approves and authorizes the issuance of the Contract and related documents and authorizes the Superintendent, as the COOR ISD Board Designee, to execute the Contract and related documents issued by the COOR ISD Board to the Academy, provided that, before execution of the Contract, the COOR ISD Chairperson affirms the following:
    - (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
    - (2) that the Contract is substantially similar to the Contract approved by the COOR ISD Board, with the only changes being those made by the COOR ISD Board's Designee in consultation with legal counsel for the COOR ISD Board that are in the best interests of the COOR ISD Board.
    - (3) The COOR ISD Board Designee may agree to the following terms:
      - **Terms of Contract.** If the COOR ISD Board, in its sole discretion, determines that Academy satisfies the following criteria, the Contract may commence on July 1, 2025 and remain in full force and effect until June 30, 2030, unless sooner terminated according to the contract terms:
        - The Academy demonstrates improved pupil academic achievement for all groups of pupils and meet the educational goals set forth in the Contract;
        - The Academy complies with the Contract and all applicable law;
        - The Academy meets generally accepted public sector accounting principles and demonstrates sound fiscal stewardship; and
        - The Academy maintains adequate student enrollment sufficient to justify continued operation.
2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the COOR ISD Board's method of selection resolution.

I, the undersigned, as Secretary of the COOR ISD Board of Education, do hereby certify the foregoing Resolution was adopted by the COOR ISD Board of Education at a public meeting held on the \_\_\_\_\_ day of June, 2025, with a vote of \_ for, \_ opposed, \_ abstaining, and \_ absent.

By: \_\_\_\_\_  
COOR ISD Board of Education, Secretary

## CONTRACT TERMS AND CONDITIONS

TERMS AND CONDITIONS

OF CONTRACT

DATED: July 1, 2025

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, 2025," 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 Academy agrees to pay to the COOR ISD Board an administrative fee of three percent (3%) of the State School Aid Payments received by the Academy. 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.

Section 4.8 Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## 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 IX 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 IX 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 three officers: President, Vice-President, Secretary/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. **The Academy shall also assess pupil performance using all applicable testing that the Code or the Contract require.** 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, which shall comply with Sections 1175 and 1284a of the Code, MCL 380.1175 and MCL 380.1284a. The Academy's school calendar and school day shall also comply with the minimum requirements set forth in Section 101 of the State School Aid Act of 1979 (MCL 388.1701).

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 **Persons with Disabilities** 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.

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 **the health and safety of the** 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 Department of any Plan of Correction that includes a reconstitution of the Academy to in an effort to prevent the Academy from being subject to automatic closure under Section 507 of the Code, MCL 380.507. Reconstitution of the Academy does not prohibit the Department from issuing an order under Section 507 of the Code, MCL 380.507, directing the**

**automatic closure of the Academy's site(s).**

- (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. **The COOR ISD Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.10 of these Terms and Conditions.**

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 Ogemaw 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 of Contract; Automatic Termination or Revocation of Contract If All Academy Sites Closed; Economic Hardship Termination. If the COOR ISD Board is notified by the Department that the Academy is subject to closure under Section 507 of the Code, MCL 380.507 ("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 either the State's Automatic Closure 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.

If the Department rescinds the State's Automatic Closure Notice, for an Academy site or site(s) by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Superintendent a proposed Contract amendment incorporating the Department's school improvement plan, if applicable for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the Superintendent determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year closure, then the Superintendent may recommend to the IOSCO RESA Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Termination Hardship"). If the IOSCO RESA Board approves the Economic Hardship Termination

recommendation, then this Contract shall terminate at the end of the current school year without further action of the parties. The IOSCO RESA Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.8.

Section 10.9. Material Breach of Contract. The issuance of an order by the Department, pursuant to section 507 of the Code, MCL 380.507, 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, and as required by Section 507 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, in accordance with Section 507 of the Code.

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; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

(a). 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.

(b). Within ten (10) days after adoption by the Academy Board (but not later than July 1st) 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.

(c). Unless exempted from transmitting under Section 1219 of the Code, MCL 380.1219, the Academy on or before July 7th of each fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI"), the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.

(d). The Academy shall not adopt or operate under a budget deficit, or budget that creates a Fund Balance Deficit, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing Fund Balance Deficit, incur a Fund Balance Deficit, or adopt a current year budget that projects a Fund Balance Deficit. If the Academy has an existing Fund Balance Deficit, incurs a Fund balance Deficit in the most recently completed school fiscal year, or adopts a current year budget that projects a Fund Balance Deficit, all of the following apply:

(i). The Academy shall notify the Superintendent of Public Instruction and the State Treasurer immediately upon the occurrence of the circumstances and provide a copy of the notice to the COOR ISD Superintendent.

(ii). Within 30 days after making the notification under subdivision (d) (i), the Academy shall submit to the Superintendent of Public Instruction, in the form and manner prescribed by the Department, an amended budget for the current school fiscal year and a deficit elimination plan approved by the eAcademy board, with a copy to the State Treasurer. The Academy Board shall transmit a copy of the amended budget and the deficit elimination plan to the COOR ISD Superintendent.

(e). If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under Section 1220 of the Code, MCL 380.1220, The Academy shall do all of the following:

(i). The enhanced deficit elimination plan shall be approved by the Academy Board before submission.

(ii). After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.

(iii). Submit to the Superintendent of Public Instruction and State Treasurer enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

(f). The Academy shall, within one (1) business day of receipt, notify the COOR ISD Superintendent if it receives a notice of probable financial stress.

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) Property Insurance covering all of the Academy's real and personal property whether owned or leased;

(b) General/Public Liability: Minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);

(c) Automobile Liability (Owned and Non-Owned): Minimum one million dollars (\$1,000,000) per accident;

(d) Workers' Disability compensation: Meet statutory requirements if "with employees" or "without employees"; and Employers' Liability Insurance with a minimum of Five Hundred Thousand Dollars (\$500,000.00);

(e) School Leaders Error and Omissions Liability Insurance (including coverage

for sexual molestation and abuse) of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);

- (f) Crime (Including Employee Dishonest) Insurance of five hundred thousand dollars (\$500,000) per occurrence;
- (g) Employment Practices Liability Insurance: Minimum one million dollars (\$1,000,000.00) per claim, aggregate (Claims made or Occurrence);
- (h) Umbrella Coverage: Three million (\$3,000,000.00) per aggregate (Claims made or Occurrence);
- (i) Cyber Risk Coverage

Insurance carrier(s) must have an AM Rating of "A, VII" or better,

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. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

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 or 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 agrees and covenants not to sue the COOR ISD, the COOR ISD Board, its Trustees, 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 Trustees, the Superintendent, directors, officers, employees, agents, representatives, 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."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (II) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the COOR ISD Board for implementing such site closure or reconstitution."

"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. The Academy Board must retain independent legal counsel to review and advise on the negotiation of the management

Agreement with the ESP. Legal counsel for the Academy shall not represent the ESP or an ESP Owner, director, officer or employee. The Management Agreement must be an arms-length, negotiated agreement between an informed Academy Board and the 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.  
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. This Contract shall commence on July 1, 2025 and shall remain in full force and effect for five (5) years until June 30, 2030, unless sooner revoked or terminated according to the Terms and Conditions of the Contract.

Section 12.10. Indemnification. To the extent permitted by law, and 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, its Trustees, members, directors, and their officers, Superintendent, 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.

The Academy Board may adopt Academy Board policies, procedures and/or administrative guidelines that are not inconsistent with this Contract. Before adopting these policies, procedures and/or administrative guidelines, the Academy board shall provide a draft of the proposed policies to the COOR ISD Board or the Superintendent to provide comment before such policies, procedures, and/or administrative guidelines 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. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. Student Privacy. In order to protect the privacy of students enrolled in the Academy, the Academy Board, subject to Section 12.20, shall not:

(a). Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

(i). For students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract as not been disapproved by the COOR ISD Board.

(ii). Providing the information as necessary for standardized testing that measures a student's academic performance or achievement; or

(iii). Providing the information as necessary to a person that is providing

educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy or whose contract has not been disapproved by the COOR ISD Board.

(b). The terms “education records” and “personally identifiable information” shall have the same meaning as defined in 34 CFR 99.3. See MCL 380.1136(9)(d) and (e).

Section 12.20 Confidential Address Restrictions.

(a). The Academy shall not disclose the confidential address of a student if the student or the student’s parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.

(b). The term “confidential address” shall have the meaning as defined in MCL 380.1136

Section 12.21 Contract Submission to MDE. This Contract shall be submitted to the Michigan Department of Education within ten (10) days of issuance.

*SIGNATURES ON THE FOLLOWING PAGE*

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

Crawford-Oscoda-Ogemaw-Roscommon Intermediate School District Board

By: \_\_\_\_\_  
COOR ISD Superintendent

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

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

Alternative Educational Academy of Ogemaw County

By: \_\_\_\_\_  
Academy Board Designee

Its: \_\_\_\_\_

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

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CONTRACT SCHEDULE 1  
ARTICLES OF INCORPORATION

2014

fees paid  
CK #2088 4/14/14

RECEIVED ALTERNATIVE EDUCATIONAL ACADEMY FILED

APR 16 2014

OF OGEMAW COUNTY

(A Nonprofit Corporation)

APR 21 2014

CORPORATIONS DIVISION

ARTICLES OF INCORPORATION

BY ADMINISTRATOR  
CORPORATIONS DIVISION

71406H

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

ARTICLE I

NAME

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

ARTICLE II

PURPOSE AND POWERS

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

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

AM

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

#### ARTICLE IV

##### REGISTERED OFFICE AND AGENT

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

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

#### ARTICLE V

##### INCORPORATOR

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

#### ARTICLE VI

##### APPLICATION OF ASSETS AND EARNINGS

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

#### ARTICLE VII

##### DISTRIBUTION UPON DISSOLUTION

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

#### ARTICLE VIII

##### BOARD OF TRUSTEES

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

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

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

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

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

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

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

## ARTICLE IX

### OFFICERS

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

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

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

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

Section 5. Powers and Duties.

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

## ARTICLE X

### DIRECTOR LIABILITY

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

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

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

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

## ARTICLE XI

### LIMITATION ON ACTIONS

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

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

## ARTICLE XII

### AMENDMENTS

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

## ARTICLE XIII

### EFFECTIVE DATE


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

## ARTICLE XIV

### PUBLICATION AND FILINGS

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

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

  
\_\_\_\_\_  
Incorporator

Ogemaw County, Michigan.

**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**

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

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

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

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

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

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

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

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

Open Meetings Act.

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

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

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

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

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

#### **Article IV OFFICERS**

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

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

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

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

Section 5. Powers and Duties.

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

**Article V**

**DIRECTOR AND STAFF**

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

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

**Article VI**

**FINANCIAL MATTERS**

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

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

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

Section 4. Contracts. The Academy may enter into any contract or instrument authorized by law and the Board of Trustees may authorize any officer or officers to enter into a contract or other instrument on behalf of the Academy and to execute and deliver said contract or

instrument. Any contract or instrument may be executed by the President, Vice-President or Secretary/Treasurer provided that the contract or instrument is authorized by the Board of Trustees.

Section 5. Borrowing. No loans shall be contracted on behalf of the Academy and no Evidence on indebtedness shall be issued in its name other than a lease, with or without option to purchase, land contract or installment purchase agreement, which must be authorized by a majority vote of the Board of Trustees elected and serving and must be in accordance with the terms of the Contract.

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

#### **Article VII**

#### **INDEMNIFICATION**

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

#### **Article VIII**

#### **CONTRACT**

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

#### **Article IX**

#### **MISCELLANEOUS**

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

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

- a. Enrollment in the Academy shall be free of charge. Students may apply to enroll in the Academy by fulfilling the requirements for enrollment as established and publicized by the Board. Enrollment in the School shall be open to any student, subject to the School's total enrollment limitations, eligible to be enrolled in the State of Michigan.

- b. All admissions to the School shall be made without regard to religion, creed, race, color, sex, national origin, intellectual or athletic ability, measures of achievement or aptitude, or status as a person with disabilities.
- c. Enrollment is limited to the number of openings budgeted by the Board.

Section 3. School Calendar. As applicable, the Academy will comply with the School Code, as amended, and the State School Aid Act, as amended. The school calendar for the current academic school year shall be in accordance with the calendar set forth in the application submitted to the Authorizing Body.

**Article X**  
**AMENDMENTS**

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

CERTIFICATE OF ADOPTION

These Bylaws were adopted by unanimous consent of the Board of Trustees on this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Secretary/Treasurer

CONTRACT SCHEDULE 3  
FISCAL AGENT AGREEMENT

## **SCHEDULE 3**

### **FISCAL AGENT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

"Other Funds" means any other public or private funds which the Academy receives and

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

"State" means the State of Michigan.

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy

Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

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### 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. Student 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.

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Acknowledgement of Receipt

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

By: \_\_\_\_\_

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

## SCHEDULE 4

### OVERSIGHT AGREEMENT

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

#### Preliminary Recitals

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

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

### ARTICLE I

#### DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, goals and programs.

k. Take other actions, as the 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 a 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	79
Teacher/Mentor	81
Counselor	83
Secretary/Pupil Accountant	85
Paraprofessional	87
Social Worker	89
Assistant Director	91
IT/Maintenance Coordinator	93
Special Education Supervisor	95
Custodian	98

## Job Description

**Job Title:** Director

**Reports To:** Board/Authorizing Agency/Educational Service Provider

**Status:** Exempt

**Prepared By:** Rena' Foster

**Prepared Date:** 7/24/12

**Approved By:** IRESA Superintendent

**Approved and reviewed dates:** 7/24/12; 3/2022, 01/2025

**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. The AEA director in this charter school functions as the lead administrator, much as a school superintendent functions in a traditional school system under the supervision and guidance of the IRESA (ESP) Superintendent.

**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 **all** 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

**Prepared By:** Rena' Foster

**Prepared Date:** 7/24/12

**Approved By:** IRESA Superintendent

**Approved and reviewed dates:** 7/24/12; 03/2022, 01/2025

**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.

1. Provides direct and indirect instruction
2. Maintains and documents two-way academic communication with assigned caseload of students to be mentored
3. Engages in long and short-term planning, addressing individual needs of students  
Evaluates students' progress
4. Teachers a multi-model approach
5. Works as a team-member on cultural, academic, behavioral, technological, and social committees that will enhance programming at the school
6. Provides and inviting, exciting, and innovative learning environment
7. Assess student interventions needed and refers students to appropriate multi-tiered system of supports

### Supervisory Responsibilities

Directly supervises 35+ 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**

Preferred experience 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

**Prepared By:** Rena' Foster

**Prepared Date:** 7/24/12

**Approved By:** IRESA Superintendent

**Approved and reviewed dates:** 7/24/12; 03/2022, 10/2025

**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/Assistant Director  
FLSA Status: Non-Exempt  
Prepared By: Tina Williams  
Prepared Date: 7/24/12  
Approved By: IRESA Superintendent  
**Approved and reviewed dates:** 7/24/12; 03/2022, 01/2025

### **Summary:**

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

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

1. Welcomes on-site visitors, determines nature of business, and announces or directs visitors to appropriate personnel.
2. Monitors visitor access and issues passes when required.
3. Composes, transcribes, edits, and files routine correspondence, communications, notes, bulletins, memorandums, and other materials
4. Receives, sorts, and routes mail and faxes, and maintains and routes publications.
5. Answers telephone and/or route messages to obtain information and uses discretion about relaying information.
6. Makes copies of confidential reports and all other related materials.
7. Accurately records student enrollment information including demographics, contact details, and academic records.
8. Maintains student attendance records and tracking absences.
9. Processes student transfers and withdrawals.
10. Updates student data in the school management system.
11. Ensures adherence to state and federal pupil accounting guidelines.
12. Completes required reports for student counts and attendance data.
13. Maintains accurate student records for state funding calculations.

### **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: Non-Exempt  
Prepared By: Tina Williams  
Prepared Date: 7/1/20  
Approved By: IRESA Superintendent  
**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  
Prepared By: Tina Williams  
Prepared Date: 7/24/12  
Approved By: IRESA Superintendent  
**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 best 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:** IRESA Superintendent

**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

## Job Description

**Job Title:** IT/Maintenance Coordinator

**Reports To:** Director

**FLSA Status:** Exempt

**Prepared By:** Tina Williams

**Prepared Date:** 12/30/2024

**Approved By:** IRESA Superintendent

**Approved and reviewed dates:** 01/2025

**Summary:** This position requires a highly motivated and skilled individual responsible for overseeing and maintaining the school's technology infrastructure and ensuring the smooth operation of school facilities. The ideal candidate will possess strong technical expertise in IT support, network administration, and basic building maintenance skills. Excellent communication, problem-solving, and customer service abilities are essential.

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

1. Provide technical support to staff, students, and faculty.
2. Troubleshoot and resolve hardware and software issues.
3. Maintain and upgrade computer systems, networks, and peripherals.
4. Manage and maintain school website and online learning platforms.
5. Ensure cybersecurity and data security measures are in place.
6. Perform basic building maintenance tasks (e.g., minor repairs, plumbing, electrical).
7. Assist with preventative maintenance of school facilities.
8. Coordinate with external contractors for major repairs and maintenance.
9. Ensure a safe and functional learning environment for students and staff.
10. Assist with technology integration in the classroom.
11. Train staff on the use of technology resources.
12. Maintain inventory of IT equipment and software.
13. Assist with audiovisual support for school events.

### **Supervisory Responsibilities**

Assists director in supervision of custodial staff.

### **Qualifications**

Familiarity with common operating systems such as Windows, macOS, and Chrome OS is

crucial. A basic understanding of networking concepts, including LAN, WAN, and Wi-Fi; Prior experience with audiovisual equipment, such as projectors and sound systems; Furthermore, the successful candidate should possess basic building maintenance skills, encompassing minor repairs, plumbing, and electrical work.

Excellent communication and interpersonal skills are paramount for effectively interacting with colleagues, students, and faculty. The ability to work independently and as part of a team is crucial. A strong customer service orientation is essential to ensure the needs of the school community are met with professionalism and courtesy.

### **Education and/or Experience**

The ideal candidate will possess a strong foundation in technology, ideally with an Associate's or Bachelor's degree in Information Technology, Computer Science, or a related field. Proven expertise in IT support is essential, encompassing troubleshooting hardware and software issues, managing networks, and ensuring smooth system operations.

**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:** Special Education Supervisor

**Reports To:** Director

**FLSA Status:** Exempt

**Prepared By:** Tina Williams

**Prepared Date:** 12/30/2024

**Approved By:** IRESA Superintendent

**Approved and reviewed dates:** 01/2025

**Summary:** This position oversees all aspects of the district's special education program, ensuring compliance with all relevant federal and state regulations. The successful candidate will be a strong leader with a deep understanding of special education best practices and a commitment to student success.

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

1. Develop, implement, and monitor the district's special education program.
2. Ensure compliance with all applicable laws, regulations, and policies (e.g., IDEA, 504).
3. Develop and maintain Individualized Education Programs (IEPs) for eligible students.
4. Oversee the provision of special education services, including instruction, related services, and accommodations.
5. Monitor student progress and make necessary adjustments to IEPs.
6. Conduct evaluations and assessments of students with disabilities.
7. Supervise and evaluate special education teachers, paraprofessionals, and other related service providers.
8. Provide professional development and support to staff.
9. Assist with recruitment, hiring, and onboarding of special education staff.
10. Build and maintain strong relationships with parents/guardians.
11. Communicate effectively with parents/guardians regarding student progress and program information.
12. Collaborate with community agencies and resources.
13. Develop and implement innovative programs and strategies to improve student outcomes.
14. Stay current on best practices in special education.
15. Advocate for the needs of students with disabilities.

**Supervisory Responsibilities**

Directly supervises Special Education staff. 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 M. A.) from four-year college or university; or one to two years related experience and/or training;

**Certificates, Licenses, Registrations**

Valid Michigan Special Education Supervisor certification

**Qualifications**

Exceptional organizational, communication, and interpersonal skills are essential for effectively managing the program, collaborating with staff, and communicating with parents/guardians.

The ability to lead, motivate, and support a team is crucial for fostering a positive and productive work environment.

Strong problem-solving and decision-making skills are necessary to address complex challenges and ensure the best possible outcomes for students.

Experience with data analysis and program evaluation is vital for monitoring student progress, identifying areas for improvement, and demonstrating program effectiveness.

**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:** Custodian

**Reports To:** Director

**FLSA Status:** Non-Exempt

**Prepared By:** Tina Williams

**Prepared Date:** 12/30/2024

**Approved By:** IRESA Superintendent

**Approved and reviewed dates:** 01/2025

**Summary:** This position is responsible for maintaining a clean, safe, and healthy learning environment for students and staff.

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

1. Clean and disinfect classrooms, restrooms, common areas, and other school facilities.
2. Empty trash and recycling bins.
3. Sweep, mop, and vacuum floors.
4. Clean and sanitize surfaces, including desks, chairs, and equipment.
5. Maintain cleanliness of windows, walls, and ceilings.
6. Perform minor repairs and maintenance tasks (e.g., changing light bulbs, fixing minor plumbing issues).
7. Ensure the safety and security of the school building.
8. Assist with the moving of furniture and equipment.
9. Maintain inventory of cleaning supplies and equipment.
10. Follow all safety procedures and guidelines.
11. Communicate effectively with school staff and administration.

### **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**

High school diploma or equivalent preferred.

### **Certificates, Licenses, Registrations**

N/A

### **Other Skills and Abilities**

- Prior experience in custodial or janitorial services preferred.
- Ability to work independently and as part of a team.
- Strong work ethic and attention to detail.
- Ability to lift and carry heavy objects.
- Ability to work flexible hours, including evenings and weekends as needed.

**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*

CONTRACT SCHEDULE 6  
PHYSICAL PLANT DESCRIPTION

**The Alternative Educational Academy  
Of Ogemaw County**

**Physical Plant**

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Physical Plant Description	102
Floor Plan	104
Occupancy Approval	105

## SCHEDULE 6

### PHYSICAL PLANT DESCRIPTION

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

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

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

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

Configuration of Grade Levels: Sixth grade through twelfth grade.

Name of School District and Intermediate School District:

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

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

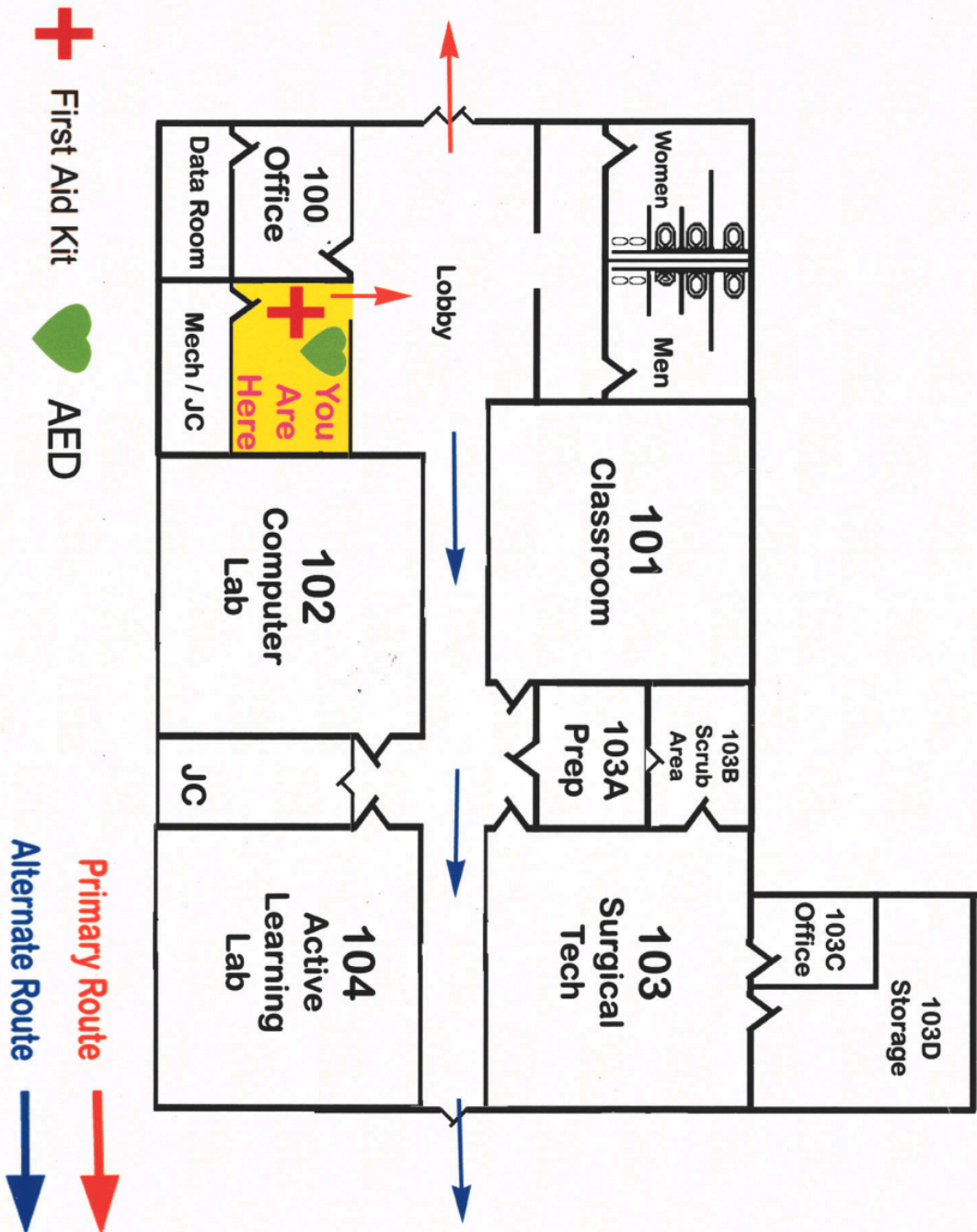
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

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

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

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

# West Branch



**CERTIFICATE OF OCCUPANCY  
COUNTY OF OGEMAW  
STATE OF MICHIGAN**

PROPERTY OWNER OF RECORD:

ALTERNATIVE EDUCATIONAL ACADEMY  
27 N REMPERT ROAD  
TAWAS CITY MI 48763

CERTIFICATE OF OCCUPANCY NUMBER:

**OF12-0033**

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

TYPE OF WORK COMPLETED:

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

**NON-TRANSFERABLE**

*Bryan Stein*

BUILDING OFFICIAL

8-30-2012

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

## SCHEDULE 7

### REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

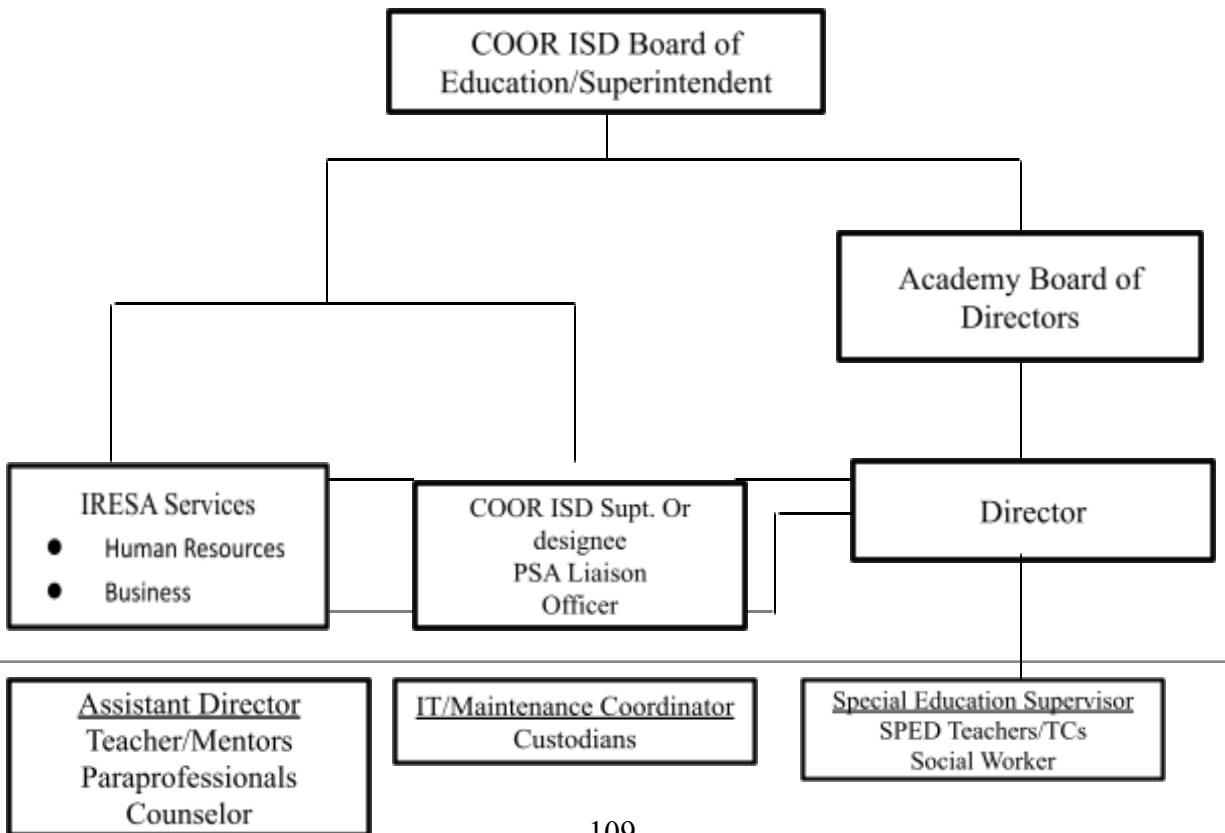
SECTION A  
GOVERNANCE STRUCTURE

**GOVERNANCE STRUCTURE**

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

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

**Alternative Educational Academy of Ogemaw County Organizational Chart**  
 (Section A. Item 6a and Section 7.a - Governance Structure)



Academy Board of Directors:

- Manage all business, property and affairs of the Academy,
- Assures that the Academy operates according to the terms and conditions of the contract with COOR ISD Board and applicable law,
- Ensures 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

PSA Liaison Officer:

- On behalf of the authorizing body, monitors the Academy to ensure 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

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:

<b>BOARD MEMBER</b>	<b>APPOINTED</b>
Lisa Bolen	July 1, 2022 to June 30, 2025
Mike Ehinger	July 1, 2024 to June 30, 2027
Mark Berdan	July 1, 2022 to June 30, 2025
Gail Hughey	July 1, 2023 to June 30, 2026
Trisha Zeigler	July 1, 2024 to June 30, 2027

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.

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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 five-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 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
- College and Career Readiness- 1**

Clear standards of achievement and regular assessment are essential elements to ensuring 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 CTE program in their 3<sup>rd</sup> (junior) year, and with successful program completion will be able to participate in one or more of the following during their 4<sup>th</sup> (senior) year: advanced training in the same career pathway at CTE; 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:
  - o Secure a job,
  - o Plan for advanced education,

- o Enter an apprenticeship, and/or
- o 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 Courseware unless otherwise determined by the director.** 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 <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 at the discretion of the Academy board. 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 COOR ISD 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 COOR 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.

### Typical Daily Schedule

The Academy is operating under 5-O-D Virtual Learning Options. Students are assigned Michigan Merit Curriculum online courseware by their teacher-mentor and they may attend virtual courses from home, school, or any place with internet availability. Each student is assigned an attendance tier according to their Educational Development Plan. The attendance tier signifies when each student is expected to be in physical attendance at the school. Students may self-transport to the school building or arrive via public transit under the Academy account.

8:00 AM      School Opens

9:00 AM      Breakfast

11:00 AM     Lunch

4:00 PM      School Closes

A “typical day” presents differently for each student as the Academy operates an open campus, learning lab environment. Support staff, mentors, and teachers-of-record schedule individualized, or small group instruction and support throughout the day that is executed in-person and/or virtually.

# Alternative Educational Academy of Ogemaw County

## 2025 - 2026 School Calendar

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

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

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

- School Closed/ Holidays
- Teacher in-Service Day (no school for students)
- Half Day
- 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 (26 years of age for students with an individualized education plan). The Academy may add grades with the prior written approval of the COOR ISD Board.

B. Ratify a resolution agreement with Charlton Heston Academy to reimburse \$187,492.38 to Great Start Readiness Program (GSRP) over a 59-month period, beginning in March 2025, in exchange for ownership of the building located at 1495 St. Helen Road.

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## RESOLUTION AGREEMENT

This Resolution Agreement (the "Agreement") is made and entered into this 12th day of March, 2025 ("Effective Date"), by and between **C.O.O.R. INTERMEDIATE SCHOOL DISTRICT**, a Michigan intermediate school district organized and operating under the provisions of the Revised School Code, MCL 380.1 *et seq.*, as amended, whose address is 11051 N. Cut Road, Roscommon, Michigan 48653 ("COOR") and **CHARLTON HESTON ACADEMY**, a Michigan public school academy, whose address is 1350 N. St. Helen Street, St. Helen, Michigan 48656 ("CHA") (collectively, the "Parties").

### RECITALS

- A. The Parties annually entered into a Great Start Readiness Program Consortium: Agency Subcontract Agreement (the "Subcontract Agreement"), which encompassed the period, without limitation, between the 2018-19 and 2023-24 school years.
- B. Pursuant to the Subcontract Agreement, COOR served as the fiduciary agent, grantee, and administrator of GSRP funds; and CHA agreed to adhere to all of the budget guidelines as set forth in the GSRP Implementation Manual, as well as the COOR Fiscal Policy.
- C. COOR is responsible to the Michigan Department of Lifelong Education, Advancement, and Potential (MiLEAP) to ensure GSRP funds are used in accordance with the GSRP Implementation Manual, and COOR is otherwise subject to the recapture of misused or unaccounted for GSRP funds.
- D. GSRP funds in the amount of \$187,492.38 had been disbursed to CHA, but have not been verifiably used in accordance with the GSRP Implementation Manual or COOR Fiscal Policy, having either been unaccounted for or used, in part, for unapproved land contract installments for the purchase of property located at 1495 N. St. Helen Street (Tax Parcel No. 72-010-327-013-0025) and used for CHA's educational programming.
- E. After reviewing CHA's GSRP funding in question, COOR – as advised by MiLEAP – withheld CHA's subsequent GSRP funding and also the subcontract agreement for the 2024-25 school year.
- F. CHA agrees to reimburse COOR for those GSRP funds in the amount of \$187,492.38.

**NOW THEREFORE**, the Parties agree as follows:

1. **Purpose.** The Parties seek to resolve all known claims between them in order to continue CHA educational programming and operations, and to avoid adversarial proceedings, which would likely be expensive and detrimental regardless of the outcome.
2. **Reimbursement.** In consideration of this Agreement and in order to account for the unverified or unaccounted for GSRP funds, CHA will pay COOR in the amount of **One Hundred Eighty-Seven Thousand Four Hundred Ninety-Two and 38/100 Dollars (\$187,492.38)**. CHA will pay COOR, in certified funds, in the amount of Three Thousand One Hundred Twenty-Five and 05/100 Dollars (\$3,125.05) upon execution of this Agreement. Thereafter, CHA will pay COOR in fifty-nine (59) monthly installments of Three Thousand One Hundred Twenty-Four and 87/100 Dollars (\$3,124.87), due on the first day of each month. CHA, at its discretion, may pay off the remaining balance, in full, earlier at any

time. CHA fully understands that it may not use GSRP funds to make payments due under this Agreement, and any such requests for reimbursement will be denied. CHA's failure to make timely payments will result in an immediate withholding of any subsequent GSRP funding and subrecipient contract. In addition, COOR may pursue all equitable and legal remedies.

3. Change of Use. In the event the building located at 1495 N. St. Helen Street is no longer used for either GSRP or CHA purposes while this Agreement remains in effect or the above-described payment remains outstanding, CHA shall provide COOR with thirty (30) days' advance written notice of that change in use.
4. Reserved.
5. Authorizer Notice. COOR is not responsible for notifying CHA's authorizer or authorizing body of this Agreement. Further, COOR makes no representations as to the impacts or implications, if any, that this Agreement may have on CHA's charter agreement with its authorizer or authorizing body.
6. Enforcement. If either Party defaults on this Agreement and the other Party must take action to enforce its rights, the defaulting Party shall pay all actual costs of collection and reasonable attorneys' fees incurred by the other Party.
7. Board Ratification. This Agreement is subject to ratification by both Parties' respective boards. In the absence of board approval from either Party, this Agreement will become null and void, and any payments made pursuant to this Agreement will be immediately returned. The Parties acknowledge and represent that this Agreement is signed voluntarily, and that the undersigned signatories have the full authority to enter into this Agreement.
8. Public Record. The Parties acknowledge that this Agreement is a public record within the meaning of Michigan's Freedom of Information Act ("FOIA"), MCL 15.231, et seq., as amended, and therefore subject to disclosure pursuant to a request made under FOIA.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
10. Applicable Law. This Agreement will be governed by the laws of the State of Michigan.
11. Entire Agreement. This Agreement will not be effective until and unless signed by both Parties. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the Parties concerning the Project described herein and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than are herein set forth.

***[SIGNATURES APPEAR ON FOLLOWING PAGE.]***

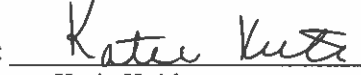
IN WITNESS WHEREOF, the Parties have caused this Resolution Agreement to be executed on the above Effective Date.

**C.O.O.R. INTERMEDIATE SCHOOL DISTRICT,**  
a Michigan intermediate school district

By:  \_\_\_\_\_

Shawn Petri

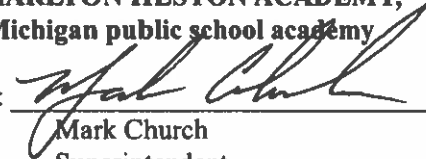
Its: Superintendent

By:  \_\_\_\_\_

Katie Keith

Its: Early Childhood Supervisor

**CHARLTON HESTON ACADEMY,**  
a Michigan public school academy

By:  \_\_\_\_\_

Mark Church

Its: Superintendent

C. Approve a collective bargaining agreement with CESP (COOR Educational Support Personnel Association) for July 1, 2025-June 30, 2028 as presented.

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**Master Agreement  
Between  
C.O.O.R. Intermediate School District  
And  
Michigan Education Association  
C.O.O.R. ISD  
Educational Support Personnel Association  
July 1, 2025 - June 30, 2028**

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## ARTICLE 1 - RECOGNITION

- A. The C.O.O.R. Intermediate School District Board of Education hereby recognizes the C.O.O.R. ISD Educational Support Professionals Association, MEA-NEA, as the exclusive and sole bargaining agent for the purpose of negotiating wages, hours and conditions of employment for all full time and regular part-time Paraprofessionals and facilities and grounds support staff.

Excluded from the unit are Program Managers, Counselors, Kirtland Community College Aides, Secretarial, R.O.O.C. Employment Placement Specialists, C.E.C. Transition Technician, Students, Clerical Employees, Substitutes and Supervisors.

The parties acknowledge the positions in the bargaining unit are not exempt classifications for purposes of state or federal laws relating to such issues as the payment of overtime and other matters regulated by law. The inclusion of the word "Professional" in the title of the Association has no inference at present or in the future as to the type of positions that have a community of interest with the bargaining unit.

- B. The term "employees", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above.

The District will notify the Association President via email when new employees are hired, when employees are recalled or go on an unpaid leave of absence under Article 16 and when employment status has ended for reasons other than the limit on the duration of recall rights.

- C. The term "District" or "Employer", when used hereinafter in this Agreement, shall refer to the C.O.O.R. ISD Board of Education, its administrators and agents.
- D. The District recognizes the integrity of the bargaining unit and shall not negotiate with any other employee organization which purports to represent the employees covered by this Agreement.
- E. Regularly scheduled employees of the district outside of the bargaining unit shall not be permitted to displace or replace bargaining unit members except when bargaining unit members are not readily available.
- F. Except as set forth in this section for R.O.O.C., the term "substitute" is a person outside of the bargaining unit who is used on a per diem basis to fill in for an absent bargaining unit member who is on a paid or unpaid status, while awaiting the recall of a bargaining unit member or when in the process of filling a vacancy.

- G. All procedures (i.e. the process for securing, assigning and compensating substitutes, etc.) are within the exclusive jurisdiction of the District and are not subject to the grievance procedure.
- H. At R.O.O.C., employees may be reassigned to substitute for others at R.O.O.C. and will continue to receive their regular hourly rate of pay.

## **ARTICLE 2 - EMPLOYEE RIGHTS**

- A. Pursuant to the Public Employment Relations Act, the Board and Association hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board and Association agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any employee by reasons of his/her membership (or lack of membership) in the Association, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The District is an “equal opportunity employer.” The District and the Association will not discriminate and will take measures to ensure against discrimination on the bases of race, creed, religion, color, national origin, age, sex (including pregnancy, gender identity, and sexual orientation), handicap or marital status.
  - 1. Discrimination/Title IX, Section 504, or Civil Rights Complaints or inquiries should be addressed to your supervisor and the Title IX/Civil Rights Coordinator: Alexis Ferguson, Human Resources. Mailing Address: 11051 N Cut Rd, Roscommon MI 48653, email: HR@coorisd.net
  - 2. A complaint form is available on the website [www.coorisd.net](http://www.coorisd.net) under “Staff Links.”
- C. Nothing contained within this Agreement shall be construed to deny or restrict any employee’s rights she/he may have under the law or any applicable laws and regulations.
- D. The employee shall have the right to review the contents of his/her personnel file, resulting from their employment within the C.O.O.R ISD. Items exempt from disclosure as listed in Act 397 of 1978 cannot be reviewed. An Association representative may be present at the employee’s request.
- E. The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.

### **ARTICLE 3 - DISTRICT RIGHTS**

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duty and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting in generality or foregoing the right to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees, to hire all employees and subject to the provisions of the law and this Agreement, to determine their qualifications and the conditions of their continued employment or their dismissal, and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement, and then to the extent that specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

### **ARTICLE 4 - ASSOCIATION RIGHTS**

- A. The employees may be represented by up to four (4) stewards and the Association President and Vice President. The Association shall appoint one (1) steward and one (1) alternate steward from each of the following locations: R.O.O.C., and C.O.O.R. Instructional Paraprofessionals. With the permission of the supervisor, the steward or alternate shall be permitted to confer with bargaining unit employees with respect to formally filing grievances during normal working hours, provided it does not interfere with normal activity.

The Employer will be notified of the names of the Association representatives, in writing, of any election or change within seven (7) days. The alternate steward would serve only in the absence of a regular steward. All stewards and alternate stewards shall have completed their probationary period.

- B. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, one of which will be provided in the R.O.O.C. Work Center and C.O.O.R. Educational Center.
- C. The Association shall have the right to use inner-school communication service and boxes, if available, for communications to its members for such events as regular meetings, conventions, training programs, provided distribution of Association communications does not require the District to expend additional monies or allocate additional personnel time to perform such service.
- D. The Association shall have the right to use the school facilities and equipment including approved computers, duplicating equipment, calculating machines and all types of

audio-visual equipment when such equipment is not otherwise in use. Association use of school facilities and equipment will be permitted provided that:

1. A request is made and use is arranged in advance from an administrator.
2. The use is strictly to serve the legitimate purposes of the Association, such as duplication of records, notices, and correspondence.
3. The purpose is for the internal business of the Association and is not for public distribution.
4. Such use is not detrimental to the best interest of the District.
5. The Association shall reimburse the District for any expendable supplies and machine usage at the same rate as that charged for non-school business use.
6. Performance of these activities shall not interfere with normal work responsibilities.

#### **ARTICLE 5 - WORKING CONDITIONS**

- A. The District shall provide restroom facilities at each District building.
- B. The Board will repair or replace any personal property of employees that is reasonable that may be damaged due to use on the job that is not the fault of the employee, provided that personal property is required for the job. Such property shall include, but is not limited to, clothing, watches, and eyeglasses, however shall exclude other decorative jewelry. Damages must be reported immediately. Reimbursement will not exceed the actual cost of the item or a maximum of \$100.00, whichever is less. Glasses are exempt from the \$100.00 limitation for repair or replacement.
- C. Employees may submit for repair or replacement of a personal cell phone if it is damaged as a result of restraining a client or student or as a result of an assault initiated by a student or client, subject to the following provisions:
  1. The burden of proof that the damage was a result of an assault or restraining situation as described above must be established by the employee and the damage must be reported to administrator in writing via e-mail within forty-eight (48) hours from the time the damage occurred and must contain a complete description of the incident and the names of others who witnessed the incident.
  2. A request for repair or replacement must be submitted to the Director of Special Education for review within five (5) central office business days of the incident.

3. A request for repair must be accompanied by a written estimate from a factory authorized repair facility.
4. The cost of repair or replacement, if authorized, will not exceed four hundred dollars (\$400) or the actual price of repair or replacement, whichever is less. Employees seeking reimbursement will verify that the repair or replacement is not covered by an extended warranty plan.
5. The decision of the Superintendent on the request for repair or replacement is final and shall not be subject to the grievance procedure.
6. If the District provides the employee with a District cell phone or other communication device, Article 5 C will not apply.

#### **ARTICLE 6 - WORK HOURS**

- A. R.O.O.C. staff may have a different work week, either regularly or as an additional assignment which may include a combination of regular hours, evenings and/or weekends. It is understood by the parties that staff may be assigned as management determines is necessary to regular and additional assignments.
  1. R.O.O.C. administrative staff will evaluate the needs of the organization and determine whether work assignments are to be completed by changing work locations of existing staff, creating an additional assignment, hiring additional staff, or changing the schedule of an existing employee.
  2. R.O.O.C. administrative staff will assign locations where bargaining unit members will work. As long as the work is to be completed within the scheduled hours, bargaining unit members will work in the location(s) to which they have been assigned that day.
- B. Thirty (30) minute lunch breaks will be scheduled by the District and may be either unpaid (duty free) or paid if required to be on duty. This provision only applies to those employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day.
- C. Employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day, may take a fifteen (15) minute break without consumers / students in the A.M. and also a fifteen (15) minute break without consumers / students in the P.M., or the first half and second half of their regular shift, whichever may apply, without loss of pay or benefits.

Employees regularly scheduled to work at least five (5.0) consecutive hours per day but less than six and one half (6.5) hours may take one fifteen (15) minute break without consumers/students.

The immediate supervisor will establish the schedule for breaks. Staff scheduled and paid to work during their lunch break are expected to complete all duties to assist students.

- D. Any employee called by the District to perform duties/services and who reports as requested outside of regularly scheduled work time will be offered a minimum of two hours work.
- E. Time and one-half will be paid for actual hours worked in excess of forty (40) per week. Paid time off regardless of its origins shall not be counted for purposes of computing overtime pay.
- F. All regularly scheduled hours paid by the District to an employee shall be considered as hours worked for purposes of computing any of the fringe benefits under this Agreement.

#### **ARTICLE 7 - SCHOOL CLOSINGS AND DELAYS**

- A. When the C.O.O.R. ISD campus is officially closed for students, the following guidelines will be followed for C.E.C., R.O.O.C., and Facilities and Grounds Support Staff:
  - 1. The C.E.C employees are not required to report for work.
  - 2. The C.E.C employees will be paid for full or partial days cancelled under Section 101-a of the State Aid Act where no make up is required to complete the school calendar.
  - 3. The R.O.O.C employees will be paid for the first two (2) days cancelled under Section 101-a of the State Aid Act.
  - 4. The R.O.O.C. Director reserves the right to pay for more than the first two (2) days cancelled under Section 101-a of the State Aid Act. If authorized, the total will not exceed the number of days afforded at C.E.C. in Section 2 above. Such decisions are not subject to review under the grievance procedure.
  - 5. The R.O.O.C. employees may use vacation days for inclement weather days not compensated by the District.
  - 6. Any R.O.O.C. employee who begins his/her duties at the regularly scheduled time or has been called in by the District to provide services will be compensated a minimum of two (2) hours work paid at his/her regular rate. If the District fails to cancel school

at least fifteen (15) minutes prior to the employee's regularly scheduled starting time, the employee will be paid a minimum of two (2) hours work paid at his/her regular rate.

7. Facilities and Grounds Support Staff are expected to report to work on school closings and delays. In the event they are unable to report, if available, a sick or vacation day may be used.

#### **ARTICLE 8 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- A. Employees who have completed the probationary period will not be disciplined or discharged without just cause.
- B. Upon request an employee is entitled to have the steward or alternate steward from the department present in any meeting with the District which may result in discipline or discharge. No meeting shall be held until the employee has had sufficient time to have a representative available. Reasonable effort will be made to meet within forty-eight hours.
- C. All disciplinary actions taken shall be confirmed in writing to the employee. The employee shall have the right to attach a response to any document placed in his/her personnel file.
- D. Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee. Copies of anonymous complaints shall not be placed in an employee's personnel file.
- E. When issuing discipline or a discharge, an employee's entire employment record may be taken into consideration. Where a previously issued discipline is cited as supporting the level of discipline imposed in the current case, the Association reserves the right to assert through the grievance procedure that the usage of the prior discipline was inappropriate.
- F. All employees are required to notify the Superintendent, in writing, of an arraignment or conviction of a felony or misdemeanor. Failure to do so may result in discipline up to and including discharge.
- G. The Employer agrees promptly upon the discharge of an employee to notify in writing the employee and the Association President of the discharge. Said written notice shall contain the specific reasons for the discharge.

The discharged employee will be allowed to discuss his/her discharge with the steward or representative of his/her choice and the Employer will make available a room for the meeting.

Should the discharged employee who has completed the probationary period consider the discharge to be improper, it may be submitted to the grievance procedure by the steward after being signed by the employee. The steps of the grievance procedure may be waived by mutual agreement between the Association and the District.

## **ARTICLE 9 - PROTECTION OF EMPLOYEES**

### **A. Protection of Employees**

1. In the event an employee is subject to an unprovoked assault by a student/consumer which arises out of and in the course of his/her employment, it shall be promptly reported to his/her immediate supervisor. The District shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall be compensated for all loss of time necessary for legal activities related to the incident, including meetings with law enforcement and court appearances. There will be no loss of seniority or benefits for up to two years from the time of the assault.

In the event the employee is the subject of a civil action filed by someone other than an employee of the District which arose out of and in the course of his/her employment, the District's liability policy will provide reasonable legal counsel and render necessary assistance to the employee in his/her defense provided the employee's conduct was justified based upon what a reasonable and prudent person would do in like or similar circumstances.

Time lost in pursuing legal action under this Article shall be paid up to a limit of \$5,000.

2. In cases of altercations between employees, the District shall not be required to comply with Section A(1) above.
- B.
1. The District recognizes its responsibilities to give reasonable support and assistance with respect to the maintenance of student discipline. An incident report will be made available to document persistent misbehavior.
  2. The supervisor will provide the affected employee(s) with relevant non-confidential information when available upon request to the extent permitted by law.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- A. Any claim by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the specific terms and provisions of this

Agreement, or a complaint concerning disciplinary action of a non-probationary employee which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth.

- B. The terms "days" in this Article shall mean Central Office business days except where otherwise indicated.

It is important that grievances be processed through the steps as rapidly as possible; the number of days at each step should be considered to be the maximum and every effort should be made to expedite the process. Failure by the employee and/or the Association, at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The parties may, however, mutually agree to extend the time limit at any step provided, however, that such agreement to extend is agreed to verbally prior to the expiration of the deadline and reduced to writing and signed by the District and Association as soon as possible.

- C. In processing up to and including arbitration, release time will be granted upon mutual consent by the aggrieved person, Association and Superintendent. However, each party shall bear the cost of their own witnesses, representatives and all other expenses except the fees and expenses of the arbitrator. The fees and the approved expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the case of compromise, the arbitrator shall decide on the distribution of his/her fees.

Further, in the event that the grievance is ruled as non-arbitrable, all legal fees and expenses shall be reimbursed to the District by the Association.

- D. Nothing contained herein shall be construed as limiting the right of an employee to discuss a matter informally with his/her supervisor as described in Level One (1) of the grievance procedure. No reprisals of any kind shall be taken by or against any party or interest, or any proper participant in the procedure by reason of such participation. A grievance may be withdrawn by mutual agreement at any level without prejudice.
- E. An employee covered under this Agreement or any group of such employees, or the Association believing they are aggrieved may file a grievance.

A group of employees may be represented at any level of the grievance procedure by a designated steward of the Association. A grievant may be required to attend a hearing at any level.

- F. The primary purpose of this grievance procedure is to secure equitable solutions at the lowest supervisory level possible. Both the Association and the District agree that these

proceedings shall be kept confidential as may be appropriate at each level of the procedure.

G. Procedure for Handling.

1. The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.
2. If this fails to resolve the grievance, the employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) days following the act or condition which is the basis for the grievance, specifying the section of the Agreement he/she alleged was violated, the events that caused the alleged violation and the remedy he/she seeks. The written grievance may be given to his/her supervisor by either the employee or the Association Steward.
3. Within ten (10) days of the receipt of the written grievance, the supervisor will arrange a conference, with the intent of satisfactorily resolving the grievance. At the time of the conference, the employee shall appear personally, and may be represented by the Association Steward, or both. Such conferences shall be scheduled during normal business hours at a time where there is no disruption of normal school routine and duties of the employees.
4. Within ten (10) days after such a conference or longer, the supervisor shall answer such grievances in writing to the steward or employee.
5. If the Association does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent or his/her designee by sending such notice to him/her, in writing, within ten (10) days after the date of the supervisor's written decision.
6. Within ten (10) days after receipt of the written appeal, the Superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance. Every attempt will be made to schedule grievance hearings so that the employees involved shall not lose any regular scheduled pay nor will the District be obligated to pay any additional monies to hear any scheduled grievances. Conferences will be scheduled at a time when there is no disruption of normal school routines and duties of the employees.
7. Within ten (10) days after the conference the Superintendent or his/her designated representative shall answer such grievances in writing.

8. Such answer shall be final and binding unless appealed to the next step within twenty (20) days from the date of the Superintendent's written decision.
9. If the grievance is not settled at the preceding step, it may be submitted to mediation by the Association through the Michigan Employment Relations Commission within twenty (20) days from the date of the Superintendent's disposition. No individual shall have the right to appeal to mediation or arbitration.

If mediation fails to achieve a settlement of the grievance, the Association may within ten (10) days of the mediation session, file a Demand to Arbitrate with the American Arbitration Association whose Rules and Regulations shall govern the proceeding. The individual grievant will put in writing that they wish to take their case to arbitration. In the case of an Association grievance, this is waived.

10. This Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he/she consider his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify or result in what is, in effect, a modification, whether by addition, or detracting of written terms of this Agreement.

The arbitrator has no obligation or function to render a decision merely because, in his/her opinion, such a decision is fair and equitable, or because in his/her opinion it is unfair or inequitable.

11. It is expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be constituted for each grievance appealed to binding arbitration.
12. Neither party may assert in arbitration proceedings any events not disclosed to the other party prior to the arbitration hearing.

13. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned less any unemployment compensation received by the employee during the period covered by back pay.

#### **ARTICLE 11 – PROBATIONARY PERIOD AND SENIORITY**

- A. New employees hired under this Agreement shall be considered as probationary employees for the first one hundred eighty (180) working days of their employment. The probationary period starts the first day of work under this classification and will be extended when work days are missed. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.

Thirty calendar days after the date of hire, fringe benefits shall begin the first day of the month following the month in which their thirty days are completed.

When an employee completes the probationary period, his/her seniority date shall be established as his/her date of hire.

- B. Seniority shall be attained within each non-interchangeable department as follows:
1. C.E.C.
  2. R.O.O.C.
  3. Facilities and Grounds

C. Seniority

1. System-wide seniority will be determined for each employee as length of service within a classification in the bargaining unit as of the employee's first working day in that classification. Employees who transfer from one classification in the bargaining unit to another classification will retain their seniority in their initial classification. If the transfer is to a classification within the bargaining unit, then seniority will begin to accrue in the new classification as of the date of transfer.

Length of Service/Seniority, as of the first working day in the bargaining unit shall be used in computing sick leave, longevity, and vacation benefits (prorated for employees working less than fifty-two (52) weeks per year).

2. Non-interchangeable departmental seniority shall be determined for each employee effective his/her first day assigned to the non-interchangeable department since the last date of hire within the bargaining unit, provided the employee has successfully completed his/her probationary period.
3. An employee who moves from one non-interchangeable job classification to another non-interchangeable job classification, shall continue to accrue system-wide seniority. However, seniority within the first non-interchangeable job classification shall be frozen until the employee returns to the first non-interchangeable

classification (if ever) when it shall continue to accrue. He/she would start at the bottom of the seniority list in the new non- interchangeable job classification.

4. Unpaid absences from work under Article 16 or layoff shall not be construed as a break in continuous service. Seniority shall not accrue during such periods, but employees will retain their frozen seniority status while on leave or layoff. Once an employee returns from an unpaid absence their seniority will continue to accrue.
  5. If two employees are awarded the same seniority date, their ranking shall be determined by lot.
- D. The District will maintain an up to date seniority list, a copy of which will be posted on the appropriate bulletin board as soon as possible after July 30 of each year and changes as they occur. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

The Association President shall affix his/her signature and date showing that the seniority list has been received and posted. If no objections to the information on the list are received within ten (10) business days of the signature, the list will be deemed accurate until the next posting period.

- E. An employee shall lose his/her seniority and further employment rights for the following reasons:
1. He/she quits or retires.
  2. He/she is discharged and the discharge is not reversed through the grievance procedure.
  3. He/she fails to return to work within ten (10) working days after the receipt or proof of non-delivery of notice of recall by certified mail to the last known address of such employee as shown by the District's records.
  4. He/she is absent without notification unless the employee can demonstrate there were extenuating circumstances preventing such notification.

#### **ARTICLE 12 - LAYOFF AND RECALL**

- A. If the Employer finds it necessary to consolidate or eliminate jobs on a permanent basis within this bargaining unit, notice of this proposed consolidation or elimination shall be given to the Association in writing ten (10) working days prior to any final action. At the request of the Association, a specific conference shall be held within five (5) days of

notification to the Association for the purpose of discussion and explanation of the proposed consolidation or elimination.

The word "layoff" means the elimination of a position or a reduction in annual working hours in a position in excess of three hundred sixty (360) hours in a given fiscal year (July 1 to June 30).

In the event of a layoff, the procedures in Section A(1) and (2) below will be applied after all temporary and probationary employees have been laid off assuming the remaining employees are qualified and available to perform the remaining work.

Whenever practical, the District shall provide individual employees and their steward with thirty (30) calendar days written notice prior to any layoffs. However, one (1) week shall be given on any layoff for economic reasons.

1. Any seniority (see Article 11--Probationary Period and Seniority) employee in a position that is scheduled for layoff (as defined above) will, if qualified, exercise their right to bump in the following manner:
    - a. Into a position within the department the employee is currently assigned to (Special Education, Facilities and Grounds Support Staff, or R.O.O.C.) for which their seniority entitles them.
    - b. In the event there are no such positions within their current department to which the employee can bump, the employee will then have the right to bump into a position that their seniority entitles them to within another department in which the employee has frozen seniority.
    - c. If no such position exists, the employee will be laid off.
  2. The employee's right to bump will be implemented as follows to avoid any undue disruption and delays:
    - a. Once notified of their options under Section A(1) (a) and (b) above, the employee must give notice as to which position the employee will be bumping into within one (1) central office business day.
    - b. Bumping may be to the position held by the least senior employee scheduled the same number of annual work hours; or  
Bumping may be exercised to a position scheduled with less annual hours held by the least senior employee scheduled that number of annual hours.
- B. Employees who have completed the probationary period and who are laid off (see Section A-1-c above) shall be maintained on a recall list for twenty-four (24) months from the effective date of layoff. Laid off employees shall be recalled, if qualified, in the inverse order of layoff and most senior employees shall be recalled to the first vacancy in

a department where the employee has seniority rights (see Article 11--Probationary Period and Seniority). Vacancies will not be posted when there are qualified employees on layoff with recall rights as set forth above.

Recall will be by certified mail with return receipt requested, to the last known address on file with the District and shall require that the employee report to work within seven (7) working days after delivery or proof of non-delivery. If an employee fails to report for recall, he/she shall be considered a quit.

### **ARTICLE 13 – VACANCIES, SUMMER PROGRAMS, AND TRANSFERS**

- A. Positions for the summer ESY and SCI programs will first be offered by seniority to those members currently holding the position. Any remaining vacancies will be filled following the vacancy procedures. Bargaining unit members in classrooms that have students attending ESY will have first rights to openings. Determinations of assignment will then be based on seniority.
- B. A vacancy shall be defined as a newly created position or a permanent position vacated by an employee in the bargaining unit.
- C. All vacancies within the bargaining unit shall be posted on the web site listing the specific minimum requirements and qualifications of the position for a period of seven (7) working days. A copy will be sent to the Association President via interoffice mail or e-mail prior to filling such positions.

A vacancy shall be staffed by a current employee, whenever possible, who applies for and meets the qualifications for the position. Administration shall consider current employee's qualifications/evaluations including, but not limited to training, extent of experience, and demonstrated ability. Seniority will be used when internal candidates possess equal skills and qualifications for the position and are both being considered to fill the position.

No vacancies will be posted until such time as any changes in assignments are implemented for existing staff, as outlined under Article 6 (Working Hours).

- D. Internal and external applicants interested in the vacancy shall apply in writing within the posting period.
  - 1. Except as set forth herein, in the event two (2) or more applicants apply for the same vacancy and ability and capacity are equal, the District shall appoint the individual having the greatest seniority (see Article 11--Probationary Period and Seniority) to the vacancy..

2. When a posted position is filled, the District shall make known its decision as to which applicant has been selected by sending a District-wide email notification. If a vacancy is not filled with a current employee, the District shall, upon request by the affected employee, notify the affected employee giving the reason(s) as to why he/she was not selected to fill the position.
  3. The Association reserves the right to process a grievance up to and including the arbitration level if Article 13 hasn't been followed in regards to vacancies and transfers.
- E. If an employee transfers to a position within the District that is not included in the bargaining unit, the employee shall lose all seniority rights.
- F. The parties agree that involuntary transfers of employees are to be minimized. Any proposed involuntary transfer for a reasonable or just cause, shall be discussed with the Association prior to its implementation. Whenever possible, seniority will be considered to determine which employees will be affected by the transfer within the individually affected classrooms; District administration may ask employees to consider a voluntary transfer.
- G. At least ten (10) working days prior to the actual transfer, the affected employee and the Association will be notified, in writing, of the effective date of transfer.

#### **ARTICLE 14 - EMPLOYEE EVALUATION**

- A. All employees upon employment (or when there is a change) will be apprised of the specific evaluation criteria and procedure prior to the conducting of any formal evaluation.
1. Employees who have completed the probationary period will be evaluated a minimum of once every two (2) years.
  2. Evaluations shall be conducted by the employee's immediate supervisor.
  3. All evaluations shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within ten (10) working days of the final observation.
  4. All evaluations must indicate the supervisor's observations of the employee's particular strengths and those areas needing assistance.
  5. If the overall evaluation is rated as ineffective or minimally effective, the supervisor and the employee will develop a growth plan that may include specific goals, timelines, and expectations to assist the employee to improve. Subsequent evaluation reports must note the progress or lack of progress of the growth plan.

6. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the evaluation in the personnel file.
7. The evaluation tool used shall be consistent within each classification. It is agreed that performance evaluations will not be used as a form of discipline. However, the evaluation may be used as documentation of performance when considering dismissal of an employee.

#### **ARTICLE 15 - PAID ABSENCES**

- A. Each employee shall be credited twelve (12) sick leave days at the beginning of the school year. The unused portion of which may accumulate to ninety (90) days for educational support staff. Facilities and Grounds Support Staff may accumulate to one hundred (100) days. Sick leave shall not be taken when an employee is not scheduled to work. Employees working ESY or SCI during the summer shall be credited one (1) additional sick leave day.
- B. Bargaining Unit Members who will be absent from work shall call the C.O.O.R. office unless otherwise instructed, prior to 7:00 A.M.
- C. CEC educational support staff will also be credited with three (3) personal days at the beginning of the school year. Personal days must be approved forty-eight (48) hours in advance by the employee's immediate supervisor except in emergency situations.
- D. At the end of the school year, unused personal days do not accumulate, but they may be converted into sick days.
- E. When employees take accrued sick or personal time, the District will charge the amount of time missed from their regular work schedule up to a maximum of eight (8) hours from their sick or personal leave bank.
- F. At the beginning of each school year, the District may furnish each employee with a written statement of their current sick leave bank.
- G. Employees will be allowed to use these paid sick leave days in accordance with the current Michigan law. For further inquiries regarding paid sick leave days please see the Human Resource Manager.
  1. At the discretion of the Superintendent or Superintendent's designee, additional days may be granted by the District. The decision made is not subject to the grievance procedure.

- H. Benefits shall continue to accrue during paid sick leave but not during short or long term unpaid absences.
- I. Each employee will be covered by the applicable worker's compensation laws. The employee will be charged his/her accumulated sick leave on a pro-rated basis to make up the difference of his/her regular weekly income when covered by an approved claim.
- J. Any employee hurt on the job shall receive their full day pay for that day and not be charged against their paid sick leave.
- K. Bereavement days shall not be charged to the employee's sick leave.
1. Death in the Immediate Family—The employee may take a maximum of five (5) days per death. The immediate family member shall be interpreted as spouse, mother, father and children (including foster step-children under the employee's guardianship).
  2. Death in the Extended Family—The employee may take a maximum of three (3) days per death. The extended family member shall be interpreted as brother, sister, grandparents, grandchildren, father-in-law and mother-in-law.
  3. Death in the Extended Family—The employee may take a maximum of one (1) days per death. The extended family member shall be interpreted as uncle, aunt, nephew, niece, brother-in-law and sister-in-law.
  4. The employee may request additional time from the Superintendent or designee, chargeable to an employee's sick leave, personal day, or vacation day for bereavement.
  5. Other Deaths—The employee may take one (1) day per death to attend the funeral of any person chargeable to an employee's sick leave, personal day, or vacation day for bereavement.
- L. An employee shall be considered on leave of absence when called for or ordered to report for jury duty or to serve as a witness in a case involving the district. The employee will receive their regular rate of pay in exchange for payment received from the court minus mileage.
- M. A total of three (3) days per year will be provided to the Association for the Association's Officers to conduct Association business. Two (2) additional days per year may be requested if needed. The Employer may approve or disapprove a request for the additional two days.
- N. Employees will receive an annual stipend according to the amount of unused accumulated paid sick leave employees have available as of June 30 as listed below:

1. **\$200** annual stipend for 15 accumulated paid sick leave days
2. **\$250** annual stipend for 20 accumulated paid sick leave days
3. **\$300** annual stipend for 25 accumulated paid sick leave days

O. Employees may use personal days during Christmas Break and Spring Break.

1. No special payroll will be done for days used during scheduled breaks. Normal payroll processes and procedures will be followed.
2. The number of personal days requested cannot exceed the amount of days during the break or the amount of personal days an employee currently has accumulated.

#### **ARTICLE 16 - UNPAID ABSENCE AND LEAVE**

A. Upon exhaustion of paid time off, the employee may apply for an unpaid leave within ten (10) working days, or after the ten (10) working days will be placed on an unpaid leave of absence if he/she is not able to return to work. All paid time off shall be used prior to an employee being placed on an unpaid leave of absence, the following process will be followed:

1. Unpaid leaves related to the medical conditions of the employee or employee's family member will only be considered when supported by a physician's statement applied to the employee or employee's family member (i.e., spouse, child, parent, grandparent, or grandchild).
2. Unpaid leave is not permitted for use as vacation time; however, the Superintendent or designee may make an exception to this prohibition for an employee provided that any such employee may not make this request more than once in any five (5) year interval. Such exceptions, if granted by the Superintendent in his/her discretion, shall not be precedent setting.
3. When an employee has exhausted all available leave/sick time, not including FMLA, a letter from the District may be forwarded to the employee and placed in their personnel file indicating the employee is out of leave/sick time.
4. Any unpaid leave request must be submitted to the building administration in advance of ten (10) calendar days before the unpaid absence. If the unpaid leave request is an emergency, the employee must contact their building administrator promptly to allow for immediate planning of coverage. The employee must submit an unpaid leave request form within ten (10) calendar days or on the first day that they return to work.
5. Upon the use of unpaid days, not including FMLA or days granted under Article 16 Section 1(b) above, the employee will receive a notice from the District which will be placed in his/her personnel file indicating that attendance at work is an essential job function, that their absenteeism is detrimental to the operation of the C.O.O.R. Intermediate School District, and steps may be taken to improve their attendance.

- This letter will be considered a verbal warning that additional time used beyond contractual days may result in discipline up to and including termination.
6. The District reserves the right to approve or deny requests for unpaid leave with past work attendance history being a significant factor. Absences in excess of contractual days supported by a physician's statement applied to an employee or employee's family member may be waived at the discretion of the Board with past work history being a significant factor.
  7. Employees requesting unpaid leave, not including FMLA, may be asked to reimburse the District for the cost of the member's health insurance premium benefit, and vision and dental benefits for any unpaid leave days, for each day or proration of days granted. If the bargaining unit member has not worked within a sixty (60) calendar day period, the District will invoice the employee for the current and any future balances. If the employee is working at COOR ISD, the balance will be collected through payroll deduction.
  8. Health insurance premiums, at the contractual rate, will remain in force for up to one (1) year when a member is on a District-approved continuous unpaid leave. At the end of the one (1) year period, employees may continue health coverage through COBRA health coverage.
- B. Unpaid leaves may be granted for a period up to one (1) year upon written request for the following reasons:
1. Mental disability (Doctor's statement required and updated every ninety (90) calendar days).
  2. Physical disability (Doctor's statement required and updated every ninety (90) calendar days).
  3. Parental care (natural birth, adoption, or hospice care of a family member).
  4. Military
- C. Seniority accrued prior to the commencement of unpaid leave shall be reinstated upon the employee's return from unpaid leave.
- D. The District shall comply with the 1993 Family and Medical Leave Act. This policy shall be interpreted consistently with the definitions contained in the Act. For further inquiries regarding FMLA please see the Human Resource Manager.
- E. When an unpaid leave in excess of twenty (20) working days is granted under Article 16 Section 2, the following guidelines will be used:
1. If the District determines that a position cannot be eliminated and may be covered internally or filled with a substitute, upon return from this unpaid leave, the employee will be placed in his/her former position if said position still exists. If the position no longer exists or the leave exceeds twelve (12) months, the employee will be placed in the position of the least senior employee working the same workday and work year in his/her classification.

2. If the District determines that a position cannot be eliminated and the position will be posted as a vacancy, upon return from this unpaid leave, the employee will be assigned to replace the least senior employee in the said classification.
3. If the former position no longer exists due to layoffs as outlined in Article 12, upon return from this unpaid leave, the employee's return would be determined by the recall language outlined in Article 12-B.

#### **ARTICLE 17 - HOLIDAYS**

- A. Employees are granted nine (9) paid holidays each year. They are: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Day and two (2) days during the Christmas-New Year holiday season. Employees working during the week of July 4th will receive Independence Day as a paid holiday.

Pay for a holiday will be based upon the employee's regular daily schedule of hours up to a maximum of 8 hours.

- B. To be eligible for holiday pay, the employee must have worked his/her last regularly scheduled work day previous to the holiday, and his/her first regularly scheduled work day following the holiday.

If an employee loses time on either or both of these days, the requirement will be considered satisfied if:

1. The employee was under a doctor's care or is confined to a hospital, and such confinement or care commenced during the week in which the holiday fell, or
2. The employee was on a paid vacation, or
3. The employee was on an approved leave of absence, and on a paid status.

- C. Holidays shall be paid at double time for time actually worked. Failure of the lowest seniority qualified employee(s) in the non-interchangeable job classification who fails to work when scheduled will not be eligible for holiday pay.
- D. Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

#### **ARTICLE 18 – VACATION**

- A. All R.O.O.C. and Facilities and Grounds Support Staff who have completed the probationary period and who are scheduled to work at least 1750 hours per year shall be granted vacation time.

Vacation time will be earned as follows:

- 5/12 - Day per month from the 1st through 12th month of employment.
- 5/6 - Day per month from the 13th through 24th month of employment.
- 1 - Day per month from the 25th through 60th month of employment.
- 1 1/4 - Day per month from the 61st through 120th month of employment.
- 1 2/3 - Day per month from the 121st month of employment and thereafter.

The above credit amounts to:

- 5 days of vacation earned during the first year.
- 10 days of vacation earned during the second year.
- 12 days of vacation earned during the third, fourth & fifth years.
- 15 days of vacation earned during the sixth through tenth years.
- 20 days of vacation earned during the eleventh year and thereafter.

Number of hours shall be based on a regular work schedule up to a maximum of eight (8) hours and for employees with irregular schedules, the same procedure used with paid leave time and holidays will apply in addition to the eight (8) hour maximum.

- B. Paid vacations in the Special Education Department is subject to the following:
1. Bargaining unit members assigned to the Special Education Department on or before February 24, 2015 will be granted vacation time. After February 24, 2015, any newly hired bargaining unit member or those employees transferring from R.O.O.C. will not be eligible for paid vacation.
  2. For eligible employees, the number of vacation days granted annually, on their anniversary date, will remain the same as during the 2011-2012 agreement. For example, a person that was credited with five (5) days in the 2011-2012 agreement would continue to be credited with five (5) days in future agreements.
  3. For eligible employees, vacation days may not be taken when students are in attendance. Payment requests must be submitted with the employee's time sheet for the payroll period in question. Vacation days shall be used for weekdays (Monday-Friday) when the employee is not scheduled to work.
  4. Bargaining unit members transferring from R.O.O.C. to the Special Education Department who have accumulated vacation time remaining will be paid in full for their remaining days.
- C. Vacation will be requested in writing at least ten (10) business days prior to commencement of leave. The Employer shall respond to the employee's request within five (5) business days of submission of said request. Absent notification the request shall be considered granted.

The supervisor will arrange the vacation schedule to the best interest of the program, giving consideration to the employees' preference when practical.

- D. Vacation pay shall be at the regular rate as established for that classification. When a vacation day is taken, an eligible employee will receive their regular work schedule as determined by their supervisor, but not to exceed eight (8) hours per vacation day.
- E. ROOC and Facilities and Grounds Support Staff may accumulate up to, but not more than 1.5 times their vacation days in accordance with earned vacation schedules.
- F. All unused vacation will be paid at termination of employment.

#### **ARTICLE 19 - COMPENSATION**

- A. When a new job is created, the Employer will notify the Association of the classification and rate structure. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.
- B. Pay rates for each classification are set forth in Appendix A of this Agreement.
- C. Upon resignation after fifteen (15) or more years of employment with the District and retirement under the M.P.S.E.R.S. from the C.O.O.R. Intermediate School District, the employee will be reimbursed for one-half of the sick time accrued, up to a maximum payout of forty (40) days. (280 hours, 320 hours, etc.).
- D. Each month an up-to-date report will be provided to each employee stating the amount of sick and vacation time available.

#### **ARTICLE 20- FRINGE BENEFITS**

- A. The Employer shall provide to eligible bargaining unit member the following:

PLAN A - For eligible employees needing medical insurance

HEALTH - Two options:

PPO Plan

\$500/\$1,000 in network deductible and \$1,000/\$2,000 out of network annual deductibles; prescription drug coverage (three tier copay/coinsurance)

HSA PPO PLAN ~~\_\_\_\_\_~~

HSA PPO prescription drug coverage (three tier copay/coinsurance).

LONG TERM DISABILITY- 66-2/3%

\$2,500 Monthly Maximum

90-Day Wait

Coordinated Benefits

Alcohol/Drug Addiction 2-year

Mental/Nervous 2 year

## DENTAL

100/80/80/80 (\$1,200 annual maximum Classes I-III and \$1,500 lifetime maximum on Class IV Orthodontia)

GROUP TERM LIFE - \$20,000 (R.O.O.C./C.E.C.)

GROUP TERM LIFE - \$40,000 (Facilities and Grounds)

ACCIDENTAL DEATH  
& DISMEMBERMENT - \$20,000

ACCIDENTAL DEATH  
& DISMEMBERMENT - \$40,000 (Facilities and Grounds)

VISION - VSP

## PLAN B--

Any eligible employee who does not take health insurance coverage will have Plan B (the same level of LTD, group term Life and AD&D, single subscriber vision, and single subscriber dental outlined above) and two hundred fifty dollars (\$250) per month paid via the first regular payroll of the month under a qualified Section 125 Plan.

- B. 1. Employees working thirty (30) or more hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times will receive a full allocation of the amounts set forth in Section C for the medical plan and full payment for the non-medical plans.

In the event that an employee is hired to work at least twenty-one (21) hours and less than thirty (30) hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times the District and Association will meet to determine the portion of the medical and non-medical benefits paid by the District. Employees working less than twenty-one (21) hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times are not eligible for medical or non-medical benefit contributions.

2. Insurance will be provided with employee premium co-pays in accordance with the law for a twelve (12) month period from September 1 until August 31.

- C. 1. The District's maximum monthly contribution for all costs associated with health insurance shall be no higher than the 2021 PA 152 State Hard Cap amounts. On January 1 per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as defined by law, the District will implement each

subsequent hard cap. For example, on January 1, 2022 the 2022 hard caps will begin implementation.

The District will pay one hundred percent (100%) of non-medical (Plan B) costs for members working thirty (30) or more hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times.

2. If the monthly cost for HSA Plan is less than the annual PA 152 State Hard Cap amounts, the District will contribute the remaining amount up to the hard cap toward the HSA deductible for the employee, enrolled in a HSA medical plan option, on a monthly basis subject to any restrictions under the Internal Revenue Service Rules and Regulations.
  3. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars during the employee's work year. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.
  4. It is understood that the District or Association may open this Agreement for the express purpose of reviewing Medical and Non-Medical Benefits insurance bids. The bid from the carrier must be equal to or exceed the specifications as contained in this Article. A change in benefits will only take place if both parties are in agreement.
- D. Unless continuation of insurance benefit premiums is required under the Family Medical and Leave Act, an employee's benefits will terminate when on an unpaid leave of absence under Article 16. Benefit contributions will commence upon return from the leave on the first day of the month following the return from the unpaid leave.

Insurance benefit contributions will cease effective the date an employee is laid off.

When an employee is absent for a day without pay and benefit contributions are not required to be paid by the district under the Family Medical and Leave Act, the employee will assume all the cost of the benefits through payroll deductions as a condition of this Agreement. In the event any remaining balance is due and attributable to the lack of sufficient funds being available to cover the amounts owed by the employee through payroll deduction, the remaining balance will remain immediately due and payable by the employee through a personal check to the Business Office.

## **ARTICLE 21 - TERMINATION AND MODIFICATION**

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of the same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- C. Any subsequent amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement unless ratified by the parties.
- D. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent to the Association or Superintendent.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- F. Should it become apparent during the course of the Agreement that it should be mutually advisable to both parties to negotiate any given items, the parties may do so upon mutual consent.
- G. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the District. While the Association and District shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- H. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation through the Michigan Employment Relations Commission (MERC), or take any other lawful measures it may deem appropriate.

## **ARTICLE 22 - MISCELLANEOUS**

- A. Any employee who fails to give a two (2) week written notice to quit shall have their file marked "not eligible for rehire."
- B. The Association and the District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and

appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members during the life of this Agreement shall not authorize, instigate, cause, aid, encourage, ratify or condone - nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or similar interruption of activities of the Employer. The Employer agrees there will be no lock out of employees.

- C. If any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law, all of the provisions of this Agreement shall continue in full force and effect. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to negotiate the items in question, as soon as possible.
- D. Special conferences for important matters will be arranged between the Association and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. Conferences may be held during regular working hours with the consent of the Employer. In that event, the members of the Association shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the Association and notice shall be given to the Employer at the time the request is made for the meeting.
- E. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act has the right to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act to the extent afforded by law.
- F. Nothing herein shall obligate the Employer to assign work to an employee if such an assignment will cause the employee to earn overtime.
- G. The parties agree that this Agreement incorporates their full and complete understanding and any prior oral or written agreements or practices not incorporated herein during the negotiations of the successor agreement are superseded by the terms of this Agreement. The parties further agree that no such oral or written understanding or practices arising during the term of the successor agreement will be recognized in the future unless committed to writing and signed by the parties as amendments or additions to this Agreement.

**ARTICLE 23 - DRUG FREE WORKPLACE**

In accordance with the law, the Board of Education of the C.O.O.R. Intermediate School District prohibits the use, possession, concealment, or distribution of drugs or any alcoholic beverage by employees on school grounds, in school or school-approved vehicles, or at any school-related event.

Drugs include any anabolic steroid, dangerous controlled substance as defined by statute, or substance that could be considered a "look-alike" controlled substance.

Compliance with this policy is mandatory. Any employee who violates this provision will be terminated without recourse to the grievance procedure. When appropriate or required by law, the district will also notify law enforcement officials.

**ARTICLE 24 - DURATION**

This Agreement shall be in effect upon ratification by the parties or July 1, 2025, whichever is later and shall remain in effect until June 30, 2028.

The District agrees to type the Agreement and provide copies on the District's web site.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written;

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Meranda Homan, CESPAs President

\_\_\_\_\_  
Shawn Petri, Superintendent

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

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

**Association Team**

Meranda Homan, CESPAs President  
JoAnn Gillman  
Tresa Grundstadt  
Tonja Hinkston, MEA UniServ

**Board Team**

Shawn Petri, Superintendent  
Melisa Akers, Director of Special Education  
Alexis Ferguson, Payroll/Benefits Coord.  
Somers Quinlan, Executive Director, ROOC  
Joseph Moore, CEC Principal  
Kurt Loll, Director of Finance

**APPENDIX A**  
**CLASSIFICATIONS AND RATES**

I. CESPAs Staff Paraprofessionals

	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
Year 1-2	\$15.03	\$15.48	\$15.95
Year 3-5	\$15.25	\$15.71	\$16.18
Year 6-8	\$15.48	\$15.95	\$16.43
Year 9-11	\$15.71	\$16.19	\$16.67
Year 12+	\$15.95	\$16.43	\$16.92

II. R.O.O.C. Staff

	<b>25-26</b>	<b>As of Jan 1, 2026 if min. wage changes</b>	<b>26-27</b>	<b>As of Jan 1, 2027 if min. wage changes</b>	<b>27-28</b>
Year 1-2	\$12.92	\$13.73	\$14.14	\$15.00	\$15.45
Year 3-5	\$13.11	\$13.94	\$14.35	\$15.23	\$15.68
Year 6-8	\$13.31	\$14.14	\$14.57	\$15.45	\$15.92
Year 9-11	\$13.51	\$14.36	\$14.79	\$15.69	\$16.16
Year 12+	\$13.71	\$14.57	\$15.01	\$15.92	\$16.40

III. Facilities and Grounds Support Staff

	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>
Year 1-2	\$15.14	\$15.59	\$16.06
Year 3-5	\$15.37	\$15.83	\$16.30
Year 6-8	\$15.60	\$16.07	\$16.55
Year 9-11	\$15.83	\$16.31	\$16.80
Year 12+	\$16.07	\$16.55	\$17.05

Employees will receive an additional six hundred twenty five dollars (\$625) off-schedule stipend before November 30th of each year.

Parties agree to reconvene for wages only if minimum wage increases above current wage scale for the impact of minimum wage.

IV. R.O.O.C. staff who work morning, evening or weekend hours as defined below will earn a shift premium of 25 cents per hour.

Evening, Morning or Weekend Work: Morning/Evening work is any assignment that takes place between 5:00 p.m. and 7:00 a.m., Monday through Friday, Weekend work occurs at any time between 12:00 a.m. Saturday and 12:00 am Monday.

V. Wage will be twenty (20) cents less per hour for the probationary period for all classifications.

#### VI. Longevity

Employees who have attained system-wide seniority will receive longevity on the their anniversary date based on the following schedule:

5 - 9 years	\$ 100
10 - 15 years	\$ 500
16 - 19 years	\$ 925
20 + years	\$ 1150

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This provision will not apply to employees hired after June 30, 2016.

**GRIEVANCE FORM**

COOR EDUCATION SUPPORT PERSONNEL ASSOCIATION

Name of Grievant: \_\_\_\_\_

Grievance #: \_\_\_\_\_

Date Grievance Occurred: \_\_\_/\_\_\_/\_\_\_

Contract Article(s) Violated: \_\_\_\_\_

LEVEL ONE: Informal Discussion: The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.

Date of Discussion with Supervisor: \_\_\_/\_\_\_/\_\_\_

Results of discussion:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Supervisor Date

Disposition:  Satisfactory  Unsatisfactory

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant/Association Date

LEVEL TWO: The employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) days following the act or condition which is the basis for the grievance, specifying the section of the contract he/she alleged was violated, the events that caused the alleged violation and the remedy he/she seeks.

Date submitted to Supervisor: \_\_\_/\_\_\_/\_\_\_

Nature of the Grievance (attach additional information if needed):

Remedy Sought:

LEVEL TWO (continued): Within ten (10) days of the receipt of the written grievance, the supervisor will arrange a conference, with the view of satisfactorily resolving the grievance.

Date of Level Two Meeting: \_\_\_/\_\_\_/\_\_\_

Disposition of Supervisor: Within ten (10) days after such conference or longer, if mutually agreed to, the supervisor shall answer such grievance in writing to the steward or employee.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Supervisor \_\_\_\_\_ Date

Written disposition received: \_\_\_/\_\_\_/\_\_\_  Satisfactory  Unsatisfactory

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant/Association \_\_\_\_\_ Date

LEVEL THREE: The grievance may be appealed to the Superintendent of Schools or his/her designee by sending such notice to him/her, in writing, within ten (10) days after the date of the supervisor's written decision.

Date submitted to Superintendent/Designee: \_\_\_/\_\_\_/\_\_\_

LEVEL THREE (continued) Within ten (10) days after receipt of the written appeal, the Superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance.

Date of Level Three Meeting: \_\_\_/\_\_\_/\_\_\_

Disposition of Superintendent/Designee: Within ten (10) days after the conference, or longer if mutually agreed to, the Superintendent or his/her designated representative shall answer such grievance in writing.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Superintendent/Designee \_\_\_\_\_ Date

Written disposition received: \_\_\_/\_\_\_/\_\_\_  Satisfactory  Unsatisfactory

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Association Date

LEVEL FOUR: If the grievance is not settled at the preceding step, it may be submitted by the Association to mediation through the Michigan Employment Relations Commission within twenty (20) days from the date of the Superintendent's disposition. No individual shall have the right to appeal to mediation.

**(2025 Negotiations Draft)**  
**Master Agreement**  
**Between**  
**C.O.O.R. Intermediate School District**  
**And**  
**Michigan Education Association**  
**C.O.O.R. ISD**  
**Educational Support Personnel Association**  
**July 1, 2025-June 30, ~~2027~~2028**

**Purple- CESPAs proposals**

**Red- Board/Admin Proposals**

**Green- Agreed upon**

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## ARTICLE 1 - RECOGNITION

- A. The C.O.O.R. Intermediate School District Board of Education hereby recognizes the C.O.O.R. ISD Educational Support Professionals Association, MEA-NEA, as the exclusive and sole bargaining agent for the purpose of negotiating wages, hours and conditions of employment for all full time and regular part-time Paraprofessionals and facilities and grounds support staff.

Excluded from the unit are Program Managers, Counselors, Kirtland Community College Aides, Secretarial, R.O.O.C. Employment Placement Specialists, C.E.C. Transition Technician, Students, Clerical Employees, Substitutes and Supervisors.

The parties acknowledge the positions in the bargaining unit are not exempt classifications for purposes of state or federal laws relating to such issues as the payment of overtime and other matters regulated by law. The inclusion of the word "Professional" in the title of the Association has no inference at present or in the future as to the type of positions that have a community of interest with the bargaining unit.

- B. The term "employees", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit defined above.

The District will notify the Association President via email when new employees are hired, when employees are recalled or go on an unpaid leave of absence under Article 16 and when employment status has ended for reasons other than the limit on the duration of recall rights.

- C. The term "District" or "Employer", when used hereinafter in this Agreement, shall refer to the C.O.O.R. ISD Board of Education, its administrators and agents.
- D. The District recognizes the integrity of the bargaining unit and shall not negotiate with any other employee organization which purports to represent the employees covered by this Agreement.
- E. Regularly scheduled employees of the district outside of the bargaining unit shall not be permitted to displace or replace bargaining unit members except when bargaining unit members are not readily available.
- F. Except as set forth in this section for R.O.O.C., the term "substitute" is a person outside of the bargaining unit who is used on a per diem basis to fill in for an absent bargaining unit member who is on a paid or unpaid status, while awaiting the recall of a bargaining unit member or when in the process of filling a vacancy.

- G. All procedures (i.e. the process for securing, assigning and compensating substitutes, etc.) are within the exclusive jurisdiction of the District and are not subject to the grievance procedure.
- H. At R.O.O.C., employees may be reassigned to substitute for others at R.O.O.C. and will continue to receive their regular hourly rate of pay.

## **ARTICLE 2 - EMPLOYEE RIGHTS**

- A. Pursuant to the Public Employment Relations Act, the Board and Association hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board and Association agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States and that it will not discriminate against any employee by reasons of his/her membership (or lack of membership) in the Association, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. The District is an “equal opportunity employer.” The District and the Association will not discriminate and will take measures to ensure against discrimination on the bases of race, creed, religion, color, national origin, age, sex (including pregnancy, gender identity, and sexual orientation), handicap or marital status.
  - 1. Discrimination/Title IX, Section 504, or Civil Rights Complaints or inquiries should be addressed to your supervisor and the Title IX/Civil Rights Coordinator: Alexis Ferguson, Human Resources. Mailing Address: 11051 N Cut Rd, Roscommon MI 48653, email: HR@coorisd.net
  - 2. A complaint form is available on the website [www.coorisd.net](http://www.coorisd.net) under “Staff Links.”
- C. Nothing contained within this Agreement shall be construed to deny or restrict any employee’s rights she/he may have under the law or any applicable laws and regulations.
- D. The employee shall have the right to review the contents of his/her personnel file, resulting from their employment within the C.O.O.R ISD. Items exempt from disclosure as listed in Act 397 of 1978 cannot be reviewed. An Association representative may be present at the employee’s request.
- E. The private and personal life of any employee is not within the appropriate concern or attention of the Board, unless it adversely affects their assignment and duties.

## **ARTICLE 3 - DISTRICT RIGHTS**

The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duty and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting in generality or foregoing the right to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees, to hire all employees and subject to the provisions of the law and this Agreement, to determine their qualifications and the conditions of their continued employment or their dismissal, and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement, and then to the extent that specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

#### **ARTICLE 4 - ASSOCIATION RIGHTS**

- A. The employees may be represented by up to four (4) stewards and the Association President and Vice President. The Association shall appoint one (1) steward and one (1) alternate steward from each of the following locations: R.O.O.C., and C.O.O.R. Instructional Paraprofessionals. With the permission of the supervisor, the steward or alternate shall be permitted to confer with bargaining unit employees with respect to formally filing grievances during normal working hours, provided it does not interfere with normal activity.

The Employer will be notified of the names of the Association representatives, in writing, of any election or change within seven (7) days. The alternate steward would serve only in the absence of a regular steward. All stewards and alternate stewards shall have completed their probationary period.

- B. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, one of which will be provided in the R.O.O.C. Work Center and C.O.O.R. Educational Center.
- C. The Association shall have the right to use inner-school communication service and boxes, if available, for communications to its members for such events as regular meetings, conventions, training programs, provided distribution of Association communications does not require the District to expend additional monies or allocate additional personnel time to perform such service.
- D. The Association shall have the right to use the school facilities and equipment including approved computers, duplicating equipment, calculating machines and all types of

audio-visual equipment when such equipment is not otherwise in use. Association use of school facilities and equipment will be permitted provided that:

1. A request is made and use is arranged in advance from an administrator.
2. The use is strictly to serve the legitimate purposes of the Association, such as duplication of records, notices, and correspondence.
3. The purpose is for the internal business of the Association and is not for public distribution.
4. Such use is not detrimental to the best interest of the District.
5. The Association shall reimburse the District for any expendable supplies and machine usage at the same rate as that charged for non-school business use.
6. Performance of these activities shall not interfere with normal work responsibilities.

#### **ARTICLE 5 - WORKING CONDITIONS**

- A. The District shall provide restroom facilities at each District building.
- B. The Board will repair or replace any personal property of employees that is reasonable that may be damaged due to use on the job that is not the fault of the employee, provided that personal property is required for the job. Such property shall include, but is not limited to, clothing, watches, and eyeglasses, however shall exclude other decorative jewelry. Damages must be reported immediately. Reimbursement will not exceed the actual cost of the item or a maximum of \$100.00, whichever is less. Glasses are exempt from the \$100.00 limitation for repair or replacement.
- C. Employees may submit for repair or replacement of a personal cell phone if it is damaged as a result of restraining a client or student or as a result of an assault initiated by a student or client, subject to the following provisions:
  1. The burden of proof that the damage was a result of an assault or restraining situation as described above must be established by the employee and the damage must be reported to administrator in writing via e-mail within forty-eight (48) hours from the time the damage occurred and must contain a complete description of the incident and the names of others who witnessed the incident.
  2. A request for repair or replacement must be submitted to the Director of Special Education for review within five (5) central office business days of the incident.

3. A request for repair must be accompanied by a written estimate from a factory authorized repair facility.
4. The cost of repair or replacement, if authorized, will not exceed four hundred dollars (\$400) or the actual price of repair or replacement, whichever is less. Employees seeking reimbursement will verify that the repair or replacement is not covered by an extended warranty plan.
5. The decision of the Superintendent on the request for repair or replacement is final and shall not be subject to the grievance procedure.
6. If the District provides the employee with a District cell phone or other communication device, Article 5 C will not apply.

## **ARTICLE 6 - WORK HOURS**

- A. R.O.O.C. staff may have a different work week, either regularly or as an additional assignment which may include a combination of regular hours, evenings and/or weekends. It is understood by the parties that staff may be assigned as management determines is necessary to regular and additional assignments.
  1. R.O.O.C. administrative staff will evaluate the needs of the organization and determine whether work assignments are to be completed by changing work locations of existing staff, creating an additional assignment, hiring additional staff, or changing the schedule of an existing employee.
  2. R.O.O.C. administrative staff will assign locations where bargaining unit members will work. As long as the work is to be completed within the scheduled hours, bargaining unit members will work in the location(s) to which they have been assigned that day.
- B. Thirty (30) minute lunch breaks will be scheduled by the District and may be either unpaid (duty free) or paid if required to be on duty. This provision only applies to those employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day.
- C. Employees who are regularly scheduled for at least six and one half (6.5) consecutive hours per day, may take a fifteen (15) minute break without consumers / students in the A.M. and also a fifteen (15) minute break without consumers / students in the P.M., or the first half and second half of their regular shift, whichever may apply, without loss of pay or benefits.

Employees regularly scheduled to work at least five (5.0) consecutive hours per day but less than six and one half (6.5) hours may take one fifteen (15) minute break without consumers/students.

The immediate supervisor will establish the schedule for breaks. Staff scheduled and paid to work during their lunch break are expected to complete all duties to assist students.

- D. Any employee called by the District to perform duties/services and who reports as requested outside of regularly scheduled work time will be offered a minimum of two hours work.
- E. Time and one-half will be paid for actual hours worked in excess of forty (40) per week. Paid time off regardless of its origins shall not be counted for purposes of computing overtime pay.
- F. All regularly scheduled hours paid by the District to an employee shall be considered as hours worked for purposes of computing any of the fringe benefits under this Agreement.

#### **ARTICLE 7 - SCHOOL CLOSINGS AND DELAYS**

- A. When the C.O.O.R. ISD campus is officially closed for students, the following guidelines will be followed for C.E.C., R.O.O.C., and Facilities and Grounds Support Staff:
  1. The C.E.C employees are not required to report for work.
  2. The C.E.C employees will be paid for full or partial days cancelled under Section 101-a of the State Aid Act where no make up is required to complete the school calendar.
  3. The R.O.O.C employees will be paid for the first two (2) days cancelled under Section 101-a of the State Aid Act.
  4. The R.O.O.C. Director reserves the right to pay for more than the first two (2) days cancelled under Section 101-a of the State Aid Act. If authorized, the total will not exceed the number of days afforded at C.E.C. in Section 2 above. Such decisions are not subject to review under the grievance procedure.
  5. The R.O.O.C. employees may use vacation days for inclement weather days not compensated by the District.
  6. Any R.O.O.C. employee who begins his/her duties at the regularly scheduled time or has been called in by the District to provide services will be compensated a minimum

of two (2) hours work paid at his/her regular rate. If the District fails to cancel school at least fifteen (15) minutes prior to the employee's regularly scheduled starting time, the employee will be paid a minimum of two (2) hours work paid at his/her regular rate.

7. Facilities and Grounds Support Staff are expected to report to work on school closings and delays. In the event they are unable to report, if available, a sick or vacation day may be used.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- A. Employees who have completed the probationary period will not be disciplined or discharged without just cause.
- B. Upon request an employee is entitled to have the steward or alternate steward from the department present in any meeting with the District which may result in discipline or discharge. No meeting shall be held until the employee has had sufficient time to have a representative available. Reasonable effort will be made to meet within forty-eight hours.
- C. All disciplinary actions taken shall be confirmed in writing to the employee. The employee shall have the right to attach a response to any document placed in his/her personnel file.
- D. Records of disciplinary action must be specific in content, signed by the contributor and a copy furnished to the employee. Copies of anonymous complaints shall not be placed in an employee's personnel file.
- E. When issuing discipline or a discharge, an employee's entire employment record may be taken into consideration. Where a previously issued discipline is cited as supporting the level of discipline imposed in the current case, the Association reserves the right to assert through the grievance procedure that the usage of the prior discipline was inappropriate.
- F. All employees are required to notify the Superintendent, in writing, of an arraignment or conviction of a felony or misdemeanor. Failure to do so may result in discipline up to and including discharge.
- G. The Employer agrees promptly upon the discharge of an employee to notify in writing the employee and the Association President of the discharge. Said written notice shall contain the specific reasons for the discharge.

The discharged employee will be allowed to discuss his/her discharge with the steward or representative of his/her choice and the Employer will make available a room for the meeting.

Should the discharged employee who has completed the probationary period consider the discharge to be improper, it may be submitted to the grievance procedure by the steward after being signed by the employee. The steps of the grievance procedure may be waived by mutual agreement between the Association and the District.

## **ARTICLE 9 - PROTECTION OF EMPLOYEES**

### **A. Protection of Employees**

1. In the event an employee is subject to an unprovoked assault by a student/consumer which arises out of and in the course of his/her employment, it shall be promptly reported to his/her immediate supervisor. The District shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall be compensated for all loss of time necessary for legal activities related to the incident, including meetings with law enforcement and court appearances. There will be no loss of seniority or benefits for up to two years from the time of the assault.

In the event the employee is the subject of a civil action filed by someone other than an employee of the District which arose out of and in the course of his/her employment, the District's liability policy will provide reasonable legal counsel and render necessary assistance to the employee in his/her defense provided the employee's conduct was justified based upon what a reasonable and prudent person would do in like or similar circumstances.

Time lost in pursuing legal action under this Article shall be paid up to a limit of \$5,000.

2. In cases of altercations between employees, the District shall not be required to comply with Section A(1) above.
- B.**
1. The District recognizes its responsibilities to give reasonable support and assistance with respect to the maintenance of student discipline. An incident report will be made available to document persistent misbehavior.
  2. The supervisor will provide the affected employee(s) with relevant non-confidential information when available upon request to the extent permitted by law.

## ARTICLE 10 - GRIEVANCE PROCEDURE

- A. Any claim by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the specific terms and provisions of this Agreement, or a complaint concerning disciplinary action of a non-probationary employee which has been implemented without reasonable and just cause shall be a grievance and shall be resolved through the procedure set forth.
- B. The terms "days" in this Article shall mean Central Office business days except where otherwise indicated.

It is important that grievances be processed through the steps as rapidly as possible; the number of days at each step should be considered to be the maximum and every effort should be made to expedite the process. Failure by the employee and/or the Association, at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The parties may, however, mutually agree to extend the time limit at any step provided, however, that such agreement to extend is agreed to verbally prior to the expiration of the deadline and reduced to writing and signed by the District and Association as soon as possible.

- C. In processing up to and including arbitration, release time will be granted upon mutual consent by the aggrieved person, Association and Superintendent. However, each party shall bear the cost of their own witnesses, representatives and all other expenses except the fees and expenses of the arbitrator. The fees and the approved expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the case of compromise, the arbitrator shall decide on the distribution of his/her fees.

Further, in the event that the grievance is ruled as non-arbitrable, all legal fees and expenses shall be reimbursed to the District by the Association.

- D. Nothing contained herein shall be construed as limiting the right of an employee to discuss a matter informally with his/her supervisor as described in Level One (1) of the grievance procedure. No reprisals of any kind shall be taken by or against any party or interest, or any proper participant in the procedure by reason of such participation. A grievance may be withdrawn by mutual agreement at any level without prejudice.
- E. An employee covered under this Agreement or any group of such employees, or the Association believing they are aggrieved may file a grievance.

A group of employees may be represented at any level of the grievance procedure by a designated steward of the Association. A grievant may be required to attend a hearing at any level.

- F. The primary purpose of this grievance procedure is to secure equitable solutions at the lowest supervisory level possible. Both the Association and the District agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
- G. Procedure for Handling.
1. The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.
  2. If this fails to resolve the grievance, the employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) days following the act or condition which is the basis for the grievance, specifying the section of the Agreement he/she alleged was violated, the events that caused the alleged violation and the remedy he/she seeks. The written grievance may be given to his/her supervisor by either the employee or the Association Steward.
  3. Within ten (10) days of the receipt of the written grievance, the supervisor will arrange a conference, with the intent of satisfactorily resolving the grievance. At the time of the conference, the employee shall appear personally, and may be represented by the Association Steward, or both. Such conferences shall be scheduled during normal business hours at a time where there is no disruption of normal school routine and duties of the employees.
  4. Within ten (10) days after such a conference or longer, the supervisor shall answer such grievances in writing to the steward or employee.
  5. If the Association does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent or his/her designee by sending such notice to him/her, in writing, within ten (10) days after the date of the supervisor's written decision.
  6. Within ten (10) days after receipt of the written appeal, the Superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance. Every attempt will be made to schedule grievance hearings so that the employees involved shall not lose any regular scheduled pay nor will the District be obligated to pay any additional monies to hear any scheduled grievances. Conferences will be scheduled at a time when there is no disruption of normal school routines and duties of the employees.

7. Within ten (10) days after the conference the Superintendent or his/her designated representative shall answer such grievances in writing.
8. Such answer shall be final and binding unless appealed to the next step within twenty (20) days from the date of the Superintendent's written decision.
9. If the grievance is not settled at the preceding step, it may be submitted to mediation by the Association through the Michigan Employment Relations Commission within twenty (20) days from the date of the Superintendent's disposition. No individual shall have the right to appeal to mediation or arbitration.

If mediation fails to achieve a settlement of the grievance, the Association may within ten (10) days of the mediation session, file a Demand to Arbitrate with the American Arbitration Association whose Rules and Regulations shall govern the proceeding. The individual grievant will put in writing that they wish to take their case to arbitration. In the case of an Association grievance, this is waived.

10. This Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority nor shall he/she consider his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of this Agreement can be relevant evidence, but may not be used so as to justify or result in what is, in effect, a modification, whether by addition, or detracting of written terms of this Agreement.

The arbitrator has no obligation or function to render a decision merely because, in his/her opinion, such a decision is fair and equitable, or because in his/her opinion it is unfair or inequitable.

11. It is expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing. Separate arbitrators shall be constituted for each grievance appealed to binding arbitration.

12. Neither party may assert in arbitration proceedings any events not disclosed to the other party prior to the arbitration hearing.

13. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned less any unemployment compensation received by the employee during the period covered by back pay.

#### **ARTICLE 11 – PROBATIONARY PERIOD AND SENIORITY**

A. New employees hired under this Agreement shall be considered as probationary employees for the first one hundred eighty (180) working days of their employment. The probationary period starts the first day of work under this classification and will be extended when work days are missed. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.

Thirty calendar days after the date of hire, fringe benefits shall begin the first day of the month following the month in which their thirty days are completed.

When an employee completes the probationary period, his/her seniority date shall be established as his/her date of hire.

B. Seniority shall be attained within each non-interchangeable department as follows:

1. C.E.C.
2. R.O.O.C.
3. Facilities and Grounds

C. Seniority

1. System-wide seniority will be determined for each employee as length of service within a classification in the bargaining unit as of the employee's first working day in that classification. Employees who transfer from one classification in the bargaining unit to another classification will retain their seniority in their initial classification. If the transfer is to a classification within the bargaining unit, then seniority will begin to accrue in the new classification as of the date of transfer.

Length of Service/Seniority, as of the first working day in the bargaining unit shall be used in computing sick leave, longevity, and vacation benefits (prorated for employees working less than fifty-two (52) weeks per year).

2. Non-interchangeable departmental seniority shall be determined for each employee effective his/her first day assigned to the non-interchangeable department since the last date of hire within the bargaining unit, provided the employee has successfully completed his/her probationary period.

3. An employee who moves from one non-interchangeable job classification to another non-interchangeable job classification, shall continue to accrue system-wide seniority. However, seniority within the first non-interchangeable job classification shall be frozen until the employee returns to the first non-interchangeable classification (if ever) when it shall continue to accrue. He/she would start at the bottom of the seniority list in the new non- interchangeable job classification.
  4. Unpaid absences from work under Article 16 or layoff shall not be construed as a break in continuous service. Seniority shall not accrue during such periods, but employees will retain their frozen seniority status while on leave or layoff. Once an employee returns from an unpaid absence their seniority will continue to accrue.
  5. If two employees are awarded the same seniority date, their ranking shall be determined by lot.
- D. The District will maintain an up to date seniority list, a copy of which will be posted on the appropriate bulletin board as soon as possible after July 30 of each year and changes as they occur. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their most recent hiring date, starting with the employee with the greatest amount of seniority at the top of the list.

The Association President shall affix his/her signature and date showing that the seniority list has been received and posted. If no objections to the information on the list are received within ten (10) business days of the signature, the list will be deemed accurate until the next posting period.

- E. An employee shall lose his/her seniority and further employment rights for the following reasons:
1. He/she quits or retires.
  2. He/she is discharged and the discharge is not reversed through the grievance procedure.
  3. He/she fails to return to work within ten (10) working days after the receipt or proof of non-delivery of notice of recall by certified mail to the last known address of such employee as shown by the District's records.
  4. He/she is absent without notification unless the employee can demonstrate there were extenuating circumstances preventing such notification.

## ARTICLE 12 - LAYOFF AND RECALL

- A. If the Employer finds it necessary to consolidate or eliminate jobs on a permanent basis within this bargaining unit, notice of this proposed consolidation or elimination shall be given to the Association in writing ten (10) working days prior to any final action. At the request of the Association, a specific conference shall be held within five (5) days of notification to the Association for the purpose of discussion and explanation of the proposed consolidation or elimination.

The word "layoff" means the elimination of a position or a reduction in annual working hours in a position in excess of three hundred sixty (360) hours in a given fiscal year (July 1 to June 30).

In the event of a layoff, the procedures in Section A(1) and (2) below will be applied after all temporary and probationary employees have been laid off assuming the remaining employees are qualified and available to perform the remaining work.

Whenever practical, the District shall provide individual employees and their steward with thirty (30) calendar days written notice prior to any layoffs. However, one (1) week shall be given on any layoff for economic reasons.

1. Any seniority (see Article 11--Probationary Period and Seniority) employee in a position that is scheduled for layoff (as defined above) will, if qualified, exercise their right to bump in the following manner:
  - a. Into a position within the department the employee is currently assigned to (Special Education, Facilities and Grounds Support Staff, or R.O.O.C.) for which their seniority entitles them.
  - b. In the event there are no such positions within their current department to which the employee can bump, the employee will then have the right to bump into a position that their seniority entitles them to within another department in which the employee has frozen seniority.
  - c. If no such position exists, the employee will be laid off.
  
2. The employee's right to bump will be implemented as follows to avoid any undue disruption and delays:
  - a. Once notified of their options under Section A(1) (a) and (b) above, the employee must give notice as to which position the employee will be bumping into within one (1) central office business day.
  - b. Bumping may be to the position held by the least senior employee scheduled the same number of annual work hours; or  
Bumping may be exercised to a position scheduled with less annual hours held by the least senior employee scheduled that number of annual hours.

- B. Employees who have completed the probationary period and who are laid off (see Section A-1-c above) shall be maintained on a recall list for twenty-four (24) months from the effective date of layoff. Laid off employees shall be recalled, if qualified, in the inverse order of layoff and most senior employees shall be recalled to the first vacancy in a department where the employee has seniority rights (see Article 11--Probationary Period and Seniority). Vacancies will not be posted when there are qualified employees on layoff with recall rights as set forth above.

Recall will be by certified mail with return receipt requested, to the last known address on file with the District and shall require that the employee report to work within seven (7) working days after delivery or proof of non-delivery. If an employee fails to report for recall, he/she shall be considered a quit.

#### **ARTICLE 13 – VACANCIES, SUMMER PROGRAMS, AND TRANSFERS T/A 4/7/25**

- A. Positions for the summer ESY and SCI programs will first be offered by seniority to those members currently holding the position. Any remaining vacancies will be filled following the vacancy procedures. **Bargaining unit members in classrooms that have students attending ESY will have first rights to openings. Determinations of assignment will then be based on seniority.**
- B. A vacancy shall be defined as a newly created position or a permanent position vacated by an employee in the bargaining unit.
- C. All vacancies within the bargaining unit shall be posted on the web site listing the specific minimum requirements and qualifications of the position for a period of seven (7) working days. A copy will be sent to the Association President via interoffice mail or e-mail prior to filling such positions.

A vacancy shall be staffed by a current employee, whenever possible, who applies for and meets the qualifications for the position. Administration shall consider current employee's qualifications/evaluations including, but not limited to training, extent of experience, and demonstrated ability. Seniority will be used when internal candidates possess equal skills and qualifications for the position and are both being considered to fill the position.

No vacancies will be posted until such time as any changes in assignments are implemented for existing staff, as outlined under Article 6 (Working Hours).

- D. Internal and external applicants interested in the vacancy shall apply in writing within the posting period.
1. Except as set forth herein, in the event two (2) or more applicants apply for the same vacancy and ability and capacity are equal, the District shall appoint the individual having the greatest seniority (see Article 11--Probationary Period and Seniority) to the vacancy..
  2. When a posted position is filled, the District shall make known its decision as to which applicant has been selected by sending a District-wide email notification. If a vacancy is not filled with a current employee, the District shall, upon request by the affected employee, notify the affected employee giving the reason(s) as to why he/she was not selected to fill the position.
  3. The Association reserves the right to process a grievance up to and including the arbitration level if Article 13 hasn't been followed in regards to vacancies and transfers.
- E. If an employee transfers to a position within the District that is not included in the bargaining unit, the employee shall lose all seniority rights.
- F. The parties agree that involuntary transfers of employees are to be minimized. Any proposed involuntary transfer for a reasonable or just cause, shall be discussed with the Association prior to its implementation. Whenever possible, seniority will be considered to determine which employees will be affected by the transfer within the individually affected classrooms; District administration may ask employees to consider a voluntary transfer.
- G. At least ten (10) working days prior to the actual transfer, the affected employee and the Association will be notified, in writing, of the effective date of transfer.

#### **ARTICLE 14 - EMPLOYEE EVALUATION**

- A. All employees upon employment (or when there is a change) will be apprised of the specific evaluation criteria and procedure prior to the conducting of any formal evaluation.
1. Employees who have completed the probationary period will be evaluated a minimum of once every two (2) years.
  2. Evaluations shall be conducted by the employee's immediate supervisor.

3. All evaluations shall be in writing and a conference shall be held between the employee and the supervisor to discuss the evaluation within ten (10) working days of the final observation.
4. All evaluations must indicate the supervisor's observations of the employee's particular strengths and those areas needing assistance.
5. If the overall evaluation is rated as ineffective or minimally effective, the supervisor and the employee will develop a growth plan that may include specific goals, timelines, and expectations to assist the employee to improve. Subsequent evaluation reports must note the progress or lack of progress of the growth plan.
6. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the evaluation in the personnel file.
7. The evaluation tool used shall be consistent within each classification. It is agreed that performance evaluations will not be used as a form of discipline. However, the evaluation may be used as documentation of performance when considering dismissal of an employee.

#### **ARTICLE 15 - PAID ABSENCES TA 4/7/25**

- A. Each employee shall be credited twelve (12) sick leave days at the beginning of the school year. The unused portion of which may accumulate to ninety (90) days for educational support staff. Facilities and Grounds Support Staff may accumulate to one hundred (100) days. Sick leave shall not be taken when an employee is not scheduled to work. **Employees working ESY or SCI during the summer shall be credited one (1) additional sick leave day.**
- B. Bargaining Unit Members who will be absent from work shall call the C.O.O.R. office unless otherwise instructed, prior to 7:00 A.M.
- C. CEC educational support staff will also be credited with three (3) personal days at the beginning of the school year. Personal days must be approved forty-eight (48) hours in advance by the employee's immediate supervisor except in emergency situations.
- D. At the end of the school year, unused personal days do not accumulate, but they may be converted into sick days.
- E. When employees take accrued sick or personal time, the District will charge the amount of time missed from their regular work schedule up to a maximum of eight (8) hours from their sick or personal leave bank.

- F. At the beginning of each school year, the District may furnish each employee with a written statement of their current sick leave bank.
- G. Employees will be allowed to use these paid sick leave days in accordance with the ~~following conditions:~~ **current Michigan law. For further inquiries regarding paid sick leave days please see the Human Resource Manager.**

#### ~~1. Michigan Paid Medical Leave~~

~~In accordance with Michigan Paid Medical Leave Act (PMLA), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use paid medical leave for any of the following for the employee or family member:~~

- ~~a. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care.~~
- ~~b. For a victim of domestic violence or sexual assault, any related medical care or legal proceedings.~~
- ~~a. For a meeting at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.~~
- ~~c. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease. (An example of this would be the 2020 pandemic.)~~
- ~~d. A family member includes a child or step child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits than that allowed by statute.~~
- ~~a. A family member includes a child or step child, parent, spouse, grandparent, grandchild, or sibling of an employee or an employee's spouse or domestic partner as defined by the PMLA, and any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits than that allowed by statute.~~
- ~~e. To be eligible, the non-exempt (hourly) employee must be employed for more than 25 weeks in a calendar year, working an average of at~~

~~least 25 hours per week during the immediately preceding calendar year.~~

~~Employees hired “mid-Plan Year” shall receive an up-front prorated amount of paid medical leave time.~~

~~2. Following a severe injury, significant illness, or surgery, before any employee may return to work, he/she must have a written release from the treating physician.~~

~~3. The employee may be required to present a statement from his/her physician certifying an absence greater than two three (3) consecutive days. The Board will reimburse the employee for any out-of-pocket expenses incurred by the employee to obtain the requested documentation.~~

~~4.1.~~ At the discretion of the Superintendent or Superintendent’s designee, additional days may be granted by the District. The decision made is not subject to the grievance procedure.

H. Benefits shall continue to accrue during paid sick leave but not during short or long term unpaid absences.

I. Each employee will be covered by the applicable worker's compensation laws. The employee will be charged his/her accumulated sick leave on a pro-rated basis to make up the difference of his/her regular weekly income when covered by an approved claim.

J. Any employee hurt on the job shall receive their full day pay for that day and not be charged against their paid sick leave.

K. Bereavement days shall not be charged to the employee’s sick leave.

1. Death in the Immediate Family—The employee may take a maximum of five (5) days per death. The immediate family member shall be interpreted as spouse, mother, father and children (including foster step-children under the employee’s guardianship).

2. Death in the Extended Family—The employee may take a maximum of three (3) days per death. The extended family member shall be interpreted as brother, sister, grandparents, grandchildren, father-in-law and mother-in-law.

3. Death in the Extended Family—The employee may take a maximum of one (1) days per death. The extended family member shall be interpreted as uncle, aunt, nephew, niece, brother-in-law and sister-in-law.

4. The employee may request additional time from the Superintendent or designee, chargeable to an employee's sick leave, personal day, or vacation day for bereavement.
  5. Other Deaths—The employee may take one (1) day per death to attend the funeral of any person chargeable to an employee's sick leave, personal day, or vacation day for bereavement.
- L. An employee shall be considered on leave of absence when called for or ordered to report for jury duty or to serve as a witness in a case involving the district. The employee will receive their regular rate of pay in exchange for payment received from the court minus mileage.
- M. A total of three (3) days per year will be provided to the Association for the Association's Officers to conduct Association business. Two (2) additional days per year may be requested if needed. The Employer may approve or disapprove a request for the additional two days.
- N. Employees will receive an annual stipend according to the amount of unused accumulated paid sick leave employees have available as of June 30 as listed below:
1. **\$200** annual stipend for 15 accumulated paid sick leave days
  2. **\$250** annual stipend for 20 accumulated paid sick leave days
  3. **\$300** annual stipend for 25 accumulated paid sick leave days
- O. Employees may use personal days during Christmas Break and Spring Break.
1. No special payroll will be done for days used during scheduled breaks. Normal payroll processes and procedures will be followed.
  2. The number of personal days requested cannot exceed the amount of days during the break or the amount of personal days an employee currently has accumulated.

#### **ARTICLE 16 - UNPAID ABSENCE AND LEAVE**

- A. Upon exhaustion of paid time off, the employee may apply for an unpaid leave within ten (10) working days, or after the ten (10) working days will be placed on an unpaid leave of absence if he/she is not able to return to work. All paid time off shall be used prior to an employee being placed on an unpaid leave of absence, the following process will be followed:
1. Unpaid leaves related to the medical conditions of the employee or employee's family member will only be considered when supported by a physician's statement applied to the employee or employee's family member (i.e., spouse, child, parent, grandparent, or grandchild).

2. Unpaid leave is not permitted for use as vacation time; however, the Superintendent or designee may make an exception to this prohibition for an employee provided that any such employee may not make this request more than once in any five (5) year interval. Such exceptions, if granted by the Superintendent in his/her discretion, shall not be precedent setting.
  3. When an employee has exhausted all available leave/sick time, not including FMLA, a letter from the District may be forwarded to the employee and placed in their personnel file indicating the employee is out of leave/sick time.
  4. Any unpaid leave request must be submitted to the building administration in advance of ten (10) calendar days before the unpaid absence. If the unpaid leave request is an emergency, the employee must contact their building administrator promptly to allow for immediate planning of coverage. The employee must submit an unpaid leave request form within ten (10) calendar days or on the first day that they return to work.
  5. Upon the use of unpaid days, not including FMLA or days granted under Article 16 Section 1(b) above, the employee will receive a notice from the District which will be placed in his/her personnel file indicating that attendance at work is an essential job function, that their absenteeism is detrimental to the operation of the C.O.O.R. Intermediate School District, and steps may be taken to improve their attendance. This letter will be considered a verbal warning that additional time used beyond contractual days may result in discipline up to and including termination.
  6. The District reserves the right to approve or deny requests for unpaid leave with past work attendance history being a significant factor. Absences in excess of contractual days supported by a physician's statement applied to an employee or employee's family member may be waived at the discretion of the Board with past work history being a significant factor.
  7. Employees requesting unpaid leave, not including FMLA, may be asked to reimburse the District for the cost of the member's health insurance premium benefit, and vision and dental benefits for any unpaid leave days, for each day or proration of days granted. If the bargaining unit member has not worked within a sixty (60) calendar day period, the District will invoice the employee for the current and any future balances. If the employee is working at COOR ISD, the balance will be collected through payroll deduction.
  8. Health insurance premiums, at the contractual rate, will remain in force for up to one (1) year when a member is on a District-approved continuous unpaid leave. At the end of the one (1) year period, employees may continue health coverage through COBRA health coverage.
- B. Unpaid leaves may be granted for a period up to one (1) year upon written request for the following reasons:
1. Mental disability (Doctor's statement required and updated every ninety (90) calendar days).

2. Physical disability (Doctor's statement required and updated every ninety (90) calendar days).
  3. Parental care (natural birth, adoption, or hospice care of a family member).
  4. Military
- C. Seniority accrued prior to the commencement of unpaid leave shall be reinstated upon the employee's return from unpaid leave.
- D. The District shall comply with the 1993 Family and Medical Leave Act. This policy shall be interpreted consistently with the definitions contained in the Act. **For further inquiries regarding FMLA please see the Human Resource Manager.**
- ~~1. Employees with at least one (1) full year of service and at least one thousand two hundred fifty (1,250) hours of work in the last twelve (12) months are entitled to unpaid leave of up to twelve (12) weeks in any one (1) year period for leaves authorized under FMLA.~~
  - ~~2. Leaves may be continuous or intermittent with the agreement of the employee and superintendent. Benefits shall continue during the leave upon payment of appropriate contributions.~~
  - ~~3. Upon conclusion of the leave, the employee shall be returned to the same position or an equivalent position. If the employee does not return as scheduled, termination from the position may result.~~
  - ~~4. The Superintendent reserves all rights to require proper documentation of all unpaid leaves under the FMLA Act and this Article 16.~~
- E. When an unpaid leave in excess of twenty (20) working days is granted under Article 16 Section 2, the following guidelines will be used:
1. If the District determines that a position cannot be eliminated and may be covered internally or filled with a substitute, upon return from this unpaid leave, the employee will be placed in his/her former position if said position still exists. If the position no longer exists or the leave exceeds twelve (12) months, the employee will be placed in the position of the least senior employee working the same workday and work year in his/her classification.
  2. If the District determines that a position cannot be eliminated and the position will be posted as a vacancy, upon return from this unpaid leave, the employee will be assigned to replace the least senior employee in the said classification.
  3. If the former position no longer exists due to layoffs as outlined in Article 12, upon return from this unpaid leave, the employee's return would be determined by the recall language outlined in Article 12-B.

#### **ARTICLE 17 - HOLIDAYS**

- A. Employees are granted nine (9) paid holidays each year. They are: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Day and two (2) days during the Christmas-New Year holiday season.

Employees working during the week of July 4th will receive Independence Day as a paid holiday.

Pay for a holiday will be based upon the employee's regular daily schedule of hours up to a maximum of 8 hours.

- B. To be eligible for holiday pay, the employee must have worked his/her last regularly scheduled work day previous to the holiday, and his/her first regularly scheduled work day following the holiday.

If an employee loses time on either or both of these days, the requirement will be considered satisfied if:

1. The employee was under a doctor's care or is confined to a hospital, and such confinement or care commenced during the week in which the holiday fell, or
2. The employee was on a paid vacation, or
3. The employee was on an approved leave of absence, and on a paid status.

- C. Holidays shall be paid at double time for time actually worked. Failure of the lowest seniority qualified employee(s) in the non-interchangeable job classification who fails to work when scheduled will not be eligible for holiday pay.

- D. Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

#### **ARTICLE 18 – VACATION**

- A. All R.O.O.C. and Facilities and Grounds Support Staff who have completed the probationary period and who are scheduled to work at least 1750 hours per year shall be granted vacation time.

Vacation time will be earned as follows:

- 5/12 - Day per month from the 1st through 12th month of employment.
- 5/6 - Day per month from the 13th through 24th month of employment.
- 1 - Day per month from the 25th through 60th month of employment.
- 1 1/4 - Day per month from the 61st through 120th month of employment.
- 1 2/3 - Day per month from the 121st month of employment and thereafter.

The above credit amounts to:

- 5 days of vacation earned during the first year.
- 10 days of vacation earned during the second year.
- 12 days of vacation earned during the third, fourth & fifth years.

15 days of vacation earned during the sixth through tenth years.  
 20 days of vacation earned during the eleventh year and thereafter.

Number of hours shall be based on a regular work schedule up to a maximum of eight (8) hours and for employees with irregular schedules, the same procedure used with paid leave time and holidays will apply in addition to the eight (8) hour maximum.

- B. Paid vacations in the Special Education Department is subject to the following:
1. Bargaining unit members assigned to the Special Education Department on or before February 24, 2015 will be granted vacation time. After February 24, 2015, any newly hired bargaining unit member or those employees transferring from R.O.O.C. will not be eligible for paid vacation.
  2. For eligible employees, the number of vacation days granted annually, on their anniversary date, will remain the same as during the 2011-2012 agreement. For example, a person that was credited with five (5) days in the 2011-2012 agreement would continue to be credited with five (5) days in future agreements.
  3. For eligible employees, vacation days may not be taken when students are in attendance. Payment requests must be submitted with the employee's time sheet for the payroll period in question. Vacation days shall be used for weekdays (Monday-Friday) when the employee is not scheduled to work.
  4. Bargaining unit members transferring from R.O.O.C. to the Special Education Department who have accumulated vacation time remaining will be paid in full for their remaining days.
- C. Vacation will be requested in writing at least ten (10) business days prior to commencement of leave. The Employer shall respond to the employee's request within five (5) business days of submission of said request. Absent notification the request shall be considered granted.
- The supervisor will arrange the vacation schedule to the best interest of the program, giving consideration to the employees' preference when practical.
- D. Vacation pay shall be at the regular rate as established for that classification. When a vacation day is taken, an eligible employee will receive their regular work schedule as determined by their supervisor, but not to exceed eight (8) hours per vacation day.
- E. ROOC and Facilities and Grounds Support Staff may accumulate up to, but not more than 1.5 times their vacation days in accordance with earned vacation schedules.
- F. All unused vacation will be paid at termination of employment.

## **ARTICLE 19 - COMPENSATION**

A. When a new job is created, the Employer will notify the Association of the classification and rate structure. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.

B. Pay rates for each classification are set forth in Appendix A of this Agreement.

C. Upon resignation after fifteen (15) or more years of employment with the District and retirement under the M.P.S.E.R.S. from the C.O.O.R. Intermediate School District, the employee will be reimbursed for one-half of the sick time accrued, up to a maximum payout of forty (40) days. (280 hours, 320 hours, etc.).

D. Each month an up-to-date report will be provided to each employee stating the amount of sick and vacation time available.

## **ARTICLE 20- FRINGE BENEFITS**

A. The Employer shall provide to eligible bargaining unit member the following:

PLAN A - For eligible employees needing medical insurance

HEALTH - Two options:

PPO Plan

\$500/\$1,000 in network deductible and \$1,000/\$2,000 out of network annual deductibles; prescription drug coverage (three tier copay/coinsurance)

HSA PPO PLAN ~~\_\_\_\_\_~~

HSA PPO prescription drug coverage (three tier copay/coinsurance).

LONG TERM DISABILITY- 66-2/3%

\$2,500 Monthly Maximum

90-Day Wait

Coordinated Benefits

Alcohol/Drug Addiction 2-year

Mental/Nervous 2 year

DENTAL

100/80/80/80 (\$1,200 annual maximum Classes I-III and \$1,500 lifetime maximum on Class IV Orthodontia)

GROUP TERM LIFE - \$20,000 (R.O.O.C./C.E.C.)

GROUP TERM LIFE - \$40,000 (Facilities and Grounds)

ACCIDENTAL DEATH & DISMEMBERMENT -	\$20,000
ACCIDENTAL DEATH & DISMEMBERMENT -	\$40,000 (Facilities and Grounds)
VISION -	VSP

#### PLAN B--

Any eligible employee who does not take health insurance coverage will have Plan B (the same level of LTD, group term Life and AD&D, single subscriber vision, and single subscriber dental outlined above) and two hundred fifty dollars (\$250) per month paid via the first regular payroll of the month under a qualified Section 125 Plan.

- B. 1. Employees working thirty (30) or more hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times will receive a full allocation of the amounts set forth in Section C for the medical plan and full payment for the non-medical plans.

In the event that an employee is hired to work at least twenty-one (21) hours and less than thirty (30) hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times the District and Association will meet to determine the portion of the medical and non-medical benefits paid by the District. Employees working less than twenty-one (21) hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times are not eligible for medical or non-medical benefit contributions.

2. Insurance will be provided with employee premium co-pays in accordance with the law for a twelve (12) month period from September 1 until August 31.
- C. 1. The District's maximum monthly contribution for all costs associated with health insurance shall be no higher than the 2021 PA 152 State Hard Cap amounts. On ~~or~~ **after** January 1 per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as defined by law, the District will implement each subsequent hard cap. **For example, on January 1, 2022 the 2022 hard caps will begin implementation.**

The District will pay one hundred percent (100%) of non-medical (Plan B) costs for members working thirty (30) or more hours in a five (5) day work week during the scheduled calendar school year excluding vacation or break times.

2. If the monthly cost for HSA Plan is less than the annual PA 152 State Hard Cap amounts, the District will contribute the remaining amount up to the hard cap toward

the HSA deductible for the employee, enrolled in a HSA medical plan option, on a monthly basis subject to any restrictions under the Internal Revenue Service Rules and Regulations.

3. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars during the employee's work year. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.
  4. It is understood that the District or Association may open this Agreement for the express purpose of reviewing Medical and Non-Medical Benefits insurance bids. The bid from the carrier must be equal to or exceed the specifications as contained in this Article. A change in benefits will only take place if both parties are in agreement.
- D. Unless continuation of insurance benefit premiums is required under the Family Medical and Leave Act, an employee's benefits will terminate when on an unpaid leave of absence under Article 16. Benefit contributions will commence upon return from the leave on the first day of the month following the return from the unpaid leave.

Insurance benefit contributions will cease effective the date an employee is laid off.

When an employee is absent for a day without pay and benefit contributions are not required to be paid by the district under the Family Medical and Leave Act, the employee will assume all the cost of the benefits through payroll deductions as a condition of this Agreement. In the event any remaining balance is due and attributable to the lack of sufficient funds being available to cover the amounts owed by the employee through payroll deduction, the remaining balance will remain immediately due and payable by the employee through a personal check to the Business Office.

#### **ARTICLE 21 - TERMINATION AND MODIFICATION**

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of the same.
- B. If neither party shall give notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- C. Any subsequent amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement unless ratified by the parties.

- D. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent to the Association or Superintendent.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- F. Should it become apparent during the course of the Agreement that it should be mutually advisable to both parties to negotiate any given items, the parties may do so upon mutual consent.
- G. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the District. While the Association and District shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- H. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation through the Michigan Employment Relations Commission (MERC), or take any other lawful measures it may deem appropriate.

#### **ARTICLE 22 - MISCELLANEOUS**

- A. Any employee who fails to give a two (2) week written notice to quit shall have their file marked "not eligible for rehire."
- B. The Association and the District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members during the life of this Agreement shall not authorize, instigate, cause, aid, encourage, ratify or condone - nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or similar interruption of activities of the Employer. The Employer agrees there will be no lock out of employees.
- C. If any provisions of this Agreement shall, at any time, be held contrary to law by a court of competent jurisdiction in the State of Michigan or the United States, whichever is applicable, or from whose judgment no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to

the extent such provisions are permitted by law, all of the provisions of this Agreement shall continue in full force and effect. In the event this Agreement, or any part of this Agreement, is found contrary to law under the conditions described above, the parties shall meet to negotiate the items in question, as soon as possible.

- D. Special conferences for important matters will be arranged between the Association and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. Conferences may be held during regular working hours with the consent of the Employer. In that event, the members of the Association shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by representatives of the Association and notice shall be given to the Employer at the time the request is made for the meeting.
- E. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act has the right to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act to the extent afforded by law.
- F. Nothing herein shall obligate the Employer to assign work to an employee if such an assignment will cause the employee to earn overtime.
- G. The parties agree that this Agreement incorporates their full and complete understanding and any prior oral or written agreements or practices not incorporated herein during the negotiations of the successor agreement are superseded by the terms of this Agreement. The parties further agree that no such oral or written understanding or practices arising during the term of the successor agreement will be recognized in the future unless committed to writing and signed by the parties as amendments or additions to this Agreement.

#### **ARTICLE 23 - DRUG FREE WORKPLACE**

In accordance with the law, the Board of Education of the C.O.O.R. Intermediate School District prohibits the use, possession, concealment, or distribution of drugs or any alcoholic beverage by employees on school grounds, in school or school-approved vehicles, or at any school-related event.

Drugs include any anabolic steroid, dangerous controlled substance as defined by statute, or substance that could be considered a "look-alike" controlled substance.

Compliance with this policy is mandatory. Any employee who violates this provision will be terminated without recourse to the grievance procedure. When appropriate or required by law, the district will also notify law enforcement officials.

**ARTICLE 24 - DURATION**

This Agreement shall be in effect upon ratification by the parties or July 1, 2023, whichever is later and shall remain in effect until June 30, 2025.

The District agrees to type the Agreement and provide copies on the District's web site.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written;

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Wendy Schloss, CESPAs President

\_\_\_\_\_  
Shawn Petri, Superintendent

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

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

**Association Team**

Meranda Homan, CESPAs President  
JoAnn Gillman  
Tresa Grundstadt  
Tonja Hinkston, MEA UniServ

**Board Team**

Shawn Petri, Superintendent  
Melisa Akers, Director of Special Education  
Alexis Ferguson, Payroll/Benefits Coord.  
Somers Quinlan, Executive Director, ROOC  
Joseph Moore, CEC Principal  
Kurt Loll, Director of Finance

## APPENDIX A

### CLASSIFICATIONS AND RATES

#### I. CESPAs Staff Paraprofessionals,

Year	2023-2024	2024-2025	2025-26	2026-27	2027-28
Rate	14.03	14.52			

#### II. R.O.O.C. Staff

Year	2023-2024	2024-2025	2025-26	2026-27	2027-28
Rate	11.36	12.48			

#### III. Facilities and Grounds Support Staff

Year	2023-2024	2024-2025	2025-26	2026-27	2027-28
Rate	14.14	14.63			

Employees will receive an additional four hundred dollars (~~\$400~~) 625 off-schedule stipend before November 30, ~~2024~~.th of each school year.

~~TBD: Salary reopener for the 2023-2024 negotiated hourly wage no later than May 15, 2023.~~

Parties agree to reconvene for wages only if minimum wage increases above current wage scale for the impact of minimum wage.

IV. R.O.O.C. staff who work morning, evening or weekend hours as defined below will earn a shift premium of 25 cents per hour.

Evening, Morning or Weekend Work: Morning/Evening work is any assignment that takes place between 5:00 p.m. and 7:00 a.m., Monday through Friday, Weekend work occurs at any time between 12:00 a.m. Saturday and 12:00 am Monday.

V. Wage will be twenty (20) cents less per hour for the probationary period for all classifications.

#### VI. Longevity

Employees who have attained system-wide seniority will receive longevity on the their anniversary date based on the following schedule:

5 - 9 years	\$ 100
10 - 15 years	\$ 500
16 - 19 years	\$ 925
20 + years	\$ 1150

This provision will not apply to employees hired after June 30, 2016.

**GRIEVANCE FORM**

COOR EDUCATION SUPPORT PERSONNEL ASSOCIATION

Name of Grievant: \_\_\_\_\_

Grievance #: \_\_\_\_\_

Date Grievance Occurred: \_\_\_/\_\_\_/\_\_\_

Contract Article(s) Violated: \_\_\_\_\_

LEVEL ONE: Informal Discussion: The employee who feels he/she has a grievance shall first identify it as a grievance issue, cite the appropriate contract section or sections, and shall discuss it with their supervisor with the object of resolving the matter informally.

Date of Discussion with Supervisor: \_\_\_/\_\_\_/\_\_\_

Results of discussion:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Supervisor Date

Disposition:  Satisfactory  Unsatisfactory

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant/Association Date

LEVEL TWO: The employee or his/her steward will reduce the grievance to writing on their own time, this to be presented to his/her supervisor within ten (10) days following the act or condition which is the basis for the grievance, specifying the section of the contract he/she alleged was violated, the events that caused the alleged violation and the remedy he/she seeks.

Date submitted to Supervisor: \_\_\_/\_\_\_/\_\_\_

Nature of the Grievance (attach additional information if needed):

Remedy Sought:

LEVEL TWO (continued): Within ten (10) days of the receipt of the written grievance, the supervisor will arrange a conference, with the view of satisfactorily resolving the grievance.

Date of Level Two Meeting: \_\_\_/\_\_\_/\_\_\_

Disposition of Supervisor: Within ten (10) days after such conference or longer, if mutually agreed to, the supervisor shall answer such grievance in writing to the steward or employee.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Supervisor \_\_\_\_\_ Date

Written disposition received: \_\_\_/\_\_\_/\_\_\_  Satisfactory  Unsatisfactory

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant/Association \_\_\_\_\_ Date

LEVEL THREE: The grievance may be appealed to the Superintendent of Schools or his/her designee by sending such notice to him/her, in writing, within ten (10) days after the date of the supervisor's written decision.

Date submitted to Superintendent/Designee: \_\_\_/\_\_\_/\_\_\_

LEVEL THREE (continued) Within ten (10) days after receipt of the written appeal, the Superintendent or his/her designated representative, will arrange for a conference to satisfactorily resolve the grievance.

Date of Level Three Meeting: \_\_\_/\_\_\_/\_\_\_

Disposition of Superintendent/Designee: Within ten (10) days after the conference, or longer if mutually agreed to, the Superintendent or his/her designated representative shall answer such grievance in writing.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Superintendent/Designee \_\_\_\_\_ Date

Written disposition received: \_\_\_/\_\_\_/\_\_\_  Satisfactory  Unsatisfactory

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Association Date

LEVEL FOUR: If the grievance is not settled at the preceding step, it may be submitted by the Association to mediation through the Michigan Employment Relations Commission within twenty (20) days from the date of the Superintendent's disposition. No individual shall have the right to appeal to mediation.

D. Accept 2025-26 proposed budget  
for ROOC, Inc. as presented

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ROOC  
Fiscal Year Ending June 30, 2026  
Beginning Budget May 15, 2025

	AUDITED 23 24	LAST AMENDED 24-25	BEGINNING 25-26
INTEREST	-	200	200
PRODUCTION	86,741	25,700	39,700
DONATIONS	-	10,600	10,600
GRANTS	-	-	-
SERVICES	958,169	1,014,181	1,020,000
STATE	87,424	70,923	70,923
<b>Total Revenue</b>	<b>\$ 1,132,334</b>	<b>\$ 1,121,604</b>	<b>\$ 1,141,423</b>

EXPENSES by FUNCTION

Program Administration	330,355	182,747	195,974	232
Financial Services	-	19,597	19,597	252
Insurance	-	2,972	3,715	259
Operations Building Services	47,902	94,202	96,310	261
Transportation	58,805	54,057	65,621	271
Technology	-	1,000	1,000	284
Consumers	74,234	70,063	77,409	289
Staff Retention	-	500	500	290
Summer Work Program	-	45,849	62,698	321
Direct Care Workers and Supervision	435,310	484,999	544,282	391
<b>Total Expenses</b>	<b>\$ 946,606</b>	<b>955,986</b>	<b>1,067,106</b>	

Total Revenues	\$ 1,132,334	\$ 1,121,604	\$ 1,141,423
Total Expenses	\$ 946,606	\$ 955,986	\$ 1,067,106
<b>CHANGE IN NET ASSETS</b>	<b>\$ 185,728</b>	<b>\$ 165,618</b>	<b>\$ 74,317</b>

NET ASSETS JULY 1	\$ 481,129	666,857	832,475
** NET ASSETS JUNE 30	\$ 666,857	\$ 832,475	\$ 906,792

\*\* Audited July 1, 2024





5/8/2024

E. Approve an updated Non-Union Support Staff Handbook with salary changes and updated language for holidays.

F. Approve contracts with Seward Consulting as presented for Instructional Rounds and "Change to Unlocking Potential Through Intentional Coaching"

247

# SEWARDCONSULTING

## COACHING, TRAINING, & LEADERSHIP DEVELOPMENT

### AGREEMENT & CONTRACT

Thank you for your interest in partnering with Steve Seward Consulting.

If everything is in agreement, please sign and return to me by mail [SteveSewardConsulting@gmail.com](mailto:SteveSewardConsulting@gmail.com)  
To ensure dates are reserved, please return the agreement within one week of receiving.

If you have any questions or concerns, please feel free to call me (616) 443-2331.

We are looking forward to partnering with you!



Stephen R Seward  
Steve Seward Consulting  
335 Bridge Street, NW  
Suite 2701  
Grand Rapids, MI 49504

# SEWARDCONSULTING

## COACHING, TRAINING, & LEADERSHIP DEVELOPMENT

### AGREEMENT & CONTRACT

Steve Seward Consulting agrees to enter into contract with **C.O.O.R. ISD** for purposes of professional learning services as described below.

#### CONTACT INFORMATION

Name/Organization: C.O.O.R. Intermediate School District  
Contact: Katie Harris; Director of Instructional Services  
harrisk@coorisd.net

#### TRAINING INFORMATION

##### Session Title: Administrator Coaching & Training

Event Title: Change to Unlocking Potential Through Intentional Coaching  
Four 1-Hour Virtual Sessions (11:15-12:15)

November 14, 2025

December 12, 2025

January 9, 2026

February 6, 2026

#### Provision of Materials and Services

- Seward Consulting shall provide the Presenter's laptop and, if applicable, a PDF copy of the handouts.
- The Contractor agrees to provide the following: projector and screen, printed copies of handouts for each participant, all necessary supplies, and all catering services required for the event.
- The contracting organization may extend invitations to external participants, provided that the total number of attendees does not exceed eighty (80) individuals.
- The recording of any portion of the presentation, by any means, is strictly prohibited.

#### PAYMENT INFORMATION

- Speaker/Training Fee: 4 X \$900
- Travel/Accommodations and Planning: \$0
- Royalties/Fair Use: \$0

**TOTAL: \$3,600**

#### Independent Contractor Relationship

The relationship between the Contractor and Steve Seward shall be that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties. Neither party shall have any authority to bind the other in any respect. No rights, benefits, or liabilities arising from an employment relationship shall accrue to either party as a result of this Agreement.

(616)443-2331 | [SteveSewardConsulting@gmail.com](mailto:SteveSewardConsulting@gmail.com) | [SteveSewardConsulting.com](http://SteveSewardConsulting.com)

# SEWARD CONSULTING

## CONSULTING AGREEMENT

This Consulting Agreement is made and entered into as of the date named below by and between Steve Seward Consulting and the client named on page two of this contract agreement.

1. SERVICES. Consultant agrees to provide consulting services as outlined within this agreement. If additional services are requested, another contract will be created, reviewed, and signed by both Consultant and Client.
2. COMPENSATION. Client agrees to compensate Consultant at the agreed-upon rate of named within the agreement. Payment shall be made within 30 days of services or 30 days of receipt of an invoice.
3. CANCELLATION POLICY. 3.1 Client may cancel a scheduled consulting session with at least 15 days notice without penalty unless otherwise noted or during the months of August and September. 3.2 If Client cancels with less than 15 days notice, Client agrees to pay a cancellation fee of 10% of the scheduled service fee. 3.3 Consultant reserves the right to cancel or reschedule services due to unforeseen circumstances. In such cases, Client will be given the option to reschedule or receive a refund for prepaid services.
4. RECORDING. Unless otherwise agreed in writing by both parties, no recording of any kind—whether video, audio, or other form—shall be permitted by either party. This includes, but is not limited to, digital, analog, or streaming recordings.
5. RESCHEDULING: Rescheduling is subject to mutual agreement and availability. The Consultant nor Client is not obligated to accept a rescheduling request if no suitable alternative date is available.
6. WEATHER-RELATED DISRUPTIONS. 4.1 If inclement weather or other natural events prevent the fulfillment of services, both parties agree to reschedule at the earliest available date. 4.2 If rescheduling is not possible, Consultant shall refund any prepaid fees for unrendered services.
7. TERM AND TERMINATION. This Agreement shall commence on when signed and continue until the agreement is fulfilled.
8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. All prior discussions, agreements and understandings, whether verbal or in writing, are superseded by this Agreement. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless submitted in writing and signed by all parties.

## SPECIAL CERTIFICATION

Contractor agrees to remit a check in the agreed amount, to the address below unless other arrangements have been made and agreed to by both parties. Signatures of both parties below indicates agreement to the above terms.

Steve Seward Consulting  
335 Bridge Street, NW  
Suite 2701  
Grand Rapids, MI 49504

The individual(s) signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.



04/30/2025

Contractor Signature

Date

Steve Seward

Date

249

# SEWARDCONSULTING

## COACHING, TRAINING, & LEADERSHIP DEVELOPMENT

### AGREEMENT & CONTRACT

Thank you for your interest in partnering with Steve Seward Consulting.

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Stephen R Seward  
Steve Seward Consulting  
335 Bridge Street, NW  
Suite 2701  
Grand Rapids, MI 49504

# SEWARDCONSULTING

## COACHING, TRAINING, & LEADERSHIP DEVELOPMENT

### AGREEMENT & CONTRACT

Steve Seward Consulting agrees to enter into contract with **C.O.O.R. ISD** for purposes of professional learning services as described below.

#### CONTACT INFORMATION

Name/Organization: C.O.O.R. Intermediate School District  
Contact: Contact: Katie Harris; Director of Instructional Services  
harrisk@coorisd.net

#### TRAINING INFORMATION

##### Session Title: Instructional Rounds

SESSION DATE: August 8, 2025

Time and Location(s): TBD

##### AGENDA (October 22, 2025)

- Welcome & ReConnect
- The WHAT, WHY, & HOW
- Facilitation Technique
- Areas of Focus
- Engaging in the Work
- Thinking Forward

##### AGENDA (October 23, 2025 and October 24, 2025)

- Facilitation of Instructional Rounds AM and PM sessions OR Full-day
- PreConversation & Overview
  - Classroom Observations & Evidence Collection
  - Debrief, Action Planning, & Communication

#### Provision of Materials and Services

- Seward Consulting shall provide the Presenter's laptop and, if applicable, a PDF copy of the handouts.
- The Contractor agrees to provide the following: projector and screen, printed copies of handouts for each participant, all necessary supplies, and all catering services required for the event.
- The contracting organization may extend invitations to external participants, provided that the total number of attendees does not exceed eighty (80) individuals.
- The recording of any portion of the presentation, by any means, is strictly prohibited.

#### PAYMENT INFORMATION

- Speaker/Training Fee: 3 X \$3,000 per session
- Travel/Accommodations and Planning: \$0
- Royalties/Fair Use: \$0

**TOTAL: \$9,000**

#### Independent Contractor Relationship

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5. RESCHEDULING: Rescheduling is subject to mutual agreement and availability. The Consultant nor Client is not obligated to accept a rescheduling request if no suitable alternative date is available.
6. WEATHER-RELATED DISRUPTIONS. 4.1 If inclement weather or other natural events prevent the fulfillment of services, both parties agree to reschedule at the earliest available date. 4.2 If rescheduling is not possible, Consultant shall refund any prepaid fees for unrendered services.
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## SPECIAL CERTIFICATION

Contractor agrees to remit a check in the agreed amount, to the address below unless other arrangements have been made and agreed to by both parties. Signatures of both parties below indicates agreement to the above terms.

Steve Seward Consulting  
335 Bridge Street, NW  
Suite 2701  
Grand Rapids, MI 49504

The individual(s) signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official or agency.



04/15/2025

Contractor Signature

Date

Steve Seward

Date

252

G. Approve contract with Cindy Hunt for 07/15/26 to 6/30/26 including:

- Student Support Network Regional Team (with LEA representation) Development and Design
- Leadership & System Coaching: ILT/SSN (12 Sessions)
- PCM Leadership Application Virtual Regional Professional Learning (8 sessions)
- PCM 2-Advanced (Upon Request)

H. Approve furniture quote for the COOR Educational Center renovation in the amount of \$137,291.78. Keep in mind that there will be a round 2 furniture order in June or July to replace furniture in our current classrooms (in the old wing).

254

May 9, 2025

Melisa Akers  
COOR ISD  
Education Center

RE: COOR ISD  
Education Center - FFE Award Recommendations

Melisa Akers:

Pre-Negotiated contract quotes were received for the Education Center  
Please see the following attachments for your review and Board approval.

· Exhibit A – Summary of Costs for Furnishings, dated May 9, 2025

Please note the Cost Summary and Award Recommendation do not include any Alternates.  
Contact me if you have any questions.

Sincerely,

Danielle Bohannon  
Kingscott

**PORTAGE**  
950 Trade Centre Way, Suite 130  
Portage, MI 49002  
T:800.632.7815

**GRAND RAPIDS**  
801 Broadway NW, Suite 306  
Grand Rapids, MI 49504  
T: 800.632.7815

**CHELSEA**  
300 N. Main Street, Suite 204  
Chelsea, MI 48118  
T:800.632.7815

**ROYAL OAK**  
818 W. Eleven Mile Road  
Royal Oak, MI 48067  
T: 800.632.7815

**EXHIBIT A – SUMMARY OF PROJECT COST**

**Project: COOR ISD- Education Center Furniture**  
**Owner: COOR ISD**  
**Quote Date: May 9, 2025**  
**Report Date: May 9, 2025**

It is the Recommendation that the COOR ISD approve the Education Center furniture purchase through OMNIA and E&I in the amount of **\$137,291.78.**

**PORTAGE**  
950 Trade Centre Way, Suite 130  
Portage, MI 49002  
T:800.632.7815

**GRAND RAPIDS**  
801 Broadway NW, Suite 306  
Grand Rapids, MI 49504  
T: 800.632.7815

**CHELSEA**  
300 N. Main Street, Suite 204  
Chelsea, MI 48118  
T:800.632.7815

**ROYAL OAK**  
818 W. Eleven Mile Road  
Royal Oak, MI 48067  
T: 800.632.7815



**EXHIBIT B - FURNITURE DEALER AWARD SUMMARY**

**Project:** Education Center  
**Owner:** COOR ISD  
**Report Date:** 5.9.2025



FURNITURE DEALER	AWARDED BID TAGS	DESCRIPTION	TOTAL AMOUNT	FURNITURE NOTES
<b>Custer</b> 10850 E. Traverse Highway, Suite 400, Traverse City, MI 49864 <b>Contact:</b> Colleen Smith 231.360.9694 colleen.smith@custerinc.com	FT-1, SD-1, TP-1, TD-1, MS- 1 OT-1, OT-2, OT-3, OT-4, SC-1 SC-2, OC-3, OC-2, carts OC-1, OD-1, OD-2, OD- 3, OS-1,TD-1, TD-2, LC-1, LC-2 Flexscreen, ST-1, ST- 2, ST-3,ST-4, ST-5, ST-7, Health Cot, Marker Boards	Student Chairs, Student Desks, Teacher Podium, Teacher Chairs, Teacher Desks, Office Desks, Office Storage, Office Tables, flip top tables, Conference Table, Office Chairs, Office Stools, Stacking chairs, Carts, Health Cot, Student Soft Seating, Mobile Storage, Screens, Marker boards, Office additional scope	\$126,753.23	E&I contract: EI00140~2021MA
<b>DEW-EL</b> 10841 Paw Paw Drive Holland, MI 49424 <b>Contact:</b> Jon Carpenter 616-299-4029 jcarpenter@dew-el.com	LC-3, ST-6	Soft Seating, Locked storage	\$8,578.56	OMNIA contract: Region 14 ESC - TX, contract number 07-107

**\$135,331.79** Total Quoted Amount  
 Pre-negotiated contract pricing



# COOR Intermediate School District

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## PRICE PROPOSAL

**Date: 4/25/2025**

Prepared For: Danielle Bohannon

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Quote Number: 3555-29125

Valid For 26 Days

Prepared by: Jon Carpenter

Confidential

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Dew-El Corporation  
 10841 Paw Paw Drive  
 Holland, MI 49424  
 Phone: (616) 396-6554  
 Fax: (616) 396-6669  
<http://www.Dew-El.com>



# SUMMARY PAGE

Quote # 3555-29125

## Project Scope

### Bill To

COOR Intermediate School District  
 11051 N Cut Rd  
 Roscommon, MI 48653

### Project Investment

Project Total	\$8,578.56
Tax (0%)	\$0.00
<b>Grand Total</b>	<b>\$8,578.56</b>

### Install To

COOR Intermediate School District  
 11051 N Cut Rd  
 Roscommon, MI 48653

### Price Summary by Phase

Option	Phase / TAG	Price	Tax	Total
COOR ISD	Room 400	\$6,802.57	\$0.00	\$6,802.57
	Room 204	\$869.74	\$0.00	\$869.74
	Freight	\$468.75	\$0.00	\$468.75
	Installation	\$437.50	\$0.00	\$437.50
<b>Grand Total</b>		<b>\$8,578.56</b>	<b>\$0.00</b>	<b>\$8,578.56</b>

**BILL TO**

COOR Intermediate School District  
 11051 N Cut Rd  
 Roscommon, MI 48653

**INSTALL TO**

COOR Intermediate School District  
 11051 N Cut Rd  
 Roscommon, MI 48653

Salesperson  
 Jon Carpenter


Payment Terms  
 Net 30


**DELIVER TO**

COOR Intermediate School District  
 11051 N Cut Rd  
 Roscommon, MI 48653


### COOR ISD

#### Room 400

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
1	2.00	EA	CHAM-SCC-2828-29-N-S-G03-G02 / Tag: LC-3	\$2,294.36	\$4,588.72
 <p>Chameleon - Corner Chair 29, Duo Color (No Wall Power, Grade 03)</p> <p>Grade 03            C.F. Stinson            Fabric A Selection: CF Stinson BOX CHAIN Tranquil BXC57 Grade 03            Grade 02            C.F. Stinson            CF Stinson LARA Wizard LRA100 Grade 02</p> <p>Standard Duo-Tone Pattern:            A = Seat Pad and Backrest            B = Remainder (Base, Sides and Back)</p>					

2	1.00	EA	CHAM-PWU-1428-29-P-G03-G02 / Tag: LC-3	\$2,213.85	\$2,213.85
 <p>Chameleon - Power Unit 29, Duo Color, With Wall Power)</p> <p>Grade 03            C.F. Stinson            Fabric A Selection: CF Stinson BOX CHAIN Tranquil BXC57 Grade 03            Grade 02            C.F. Stinson            CF Stinson LARA Wizard LRA100 Grade 02            Laminate A Selection: 4996-38 Formica White Twill            Standard Duo-Tone Pattern:            A = Front Armrest Area + Backrest            B = Remainder (Base, Sides and Back)</p>					

#### Room 204

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
3	1.00	EA	STL-DDS-3018-2H- / Tag: ST-6	\$869.74	\$869.74
 <p>Double Door Storage (2H, 30"W x 18"D x 27.25"H, 1 Adjustable Shelf)</p> <p>OPTIONS</p> <p>W      Rectangle Worksurface 30"W X 18"D (WORKSURFACE OPTION)            PL     Platinum Metal Arc Powdercoat (FINISH SELECTION)            Formica    Pale Brushstroke (LAMINATE SURFACE)            PVC      Pebble (STANDARD EDGE BAND)</p>					

Dew-El Corporation  
 10841 Paw Paw Drive  
 Holland, MI 49424  
 Phone: (616) 396-6554  
 Fax: (616) 396-6669  
<http://www.Dew-El.com>



# QUOTATION

# 3555-29125

VALID UNTIL 5/21/2025

## COOR ISD

### Freight

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
4	1.00	EA	Freight / Freight / Shipping / Packaging	\$468.75	\$468.75

### Installation

LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
5	1.00	EA	INSTALL / Labor to Receive, Deliver, Install, and remove debris	\$437.50	\$437.50

### CUSTOMER SIGN OFF

subtotal	\$8,578.56
sales tax	\$0.00
<b>total</b>	<b>\$8,578.56</b>

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Accepted Date

\_\_\_\_\_  
 Print Name



Dew-El Corporation would like to thank you for the opportunity to quote your furniture needs. The attached proposal outlines the specifications and pricing based on the information provided. By signing and returning this quote, you agree to be bound by the terms and conditions contained herein which shall become the fully integrated agreement between you, the Client, and Dew-El Corporation.

**DELIVERY AND INSTALLATION**

1. Delivery/installation services are performed during normal business hours Monday through Friday 8:00am to 5:00pm unless otherwise specified; Client may incur additional charges for services performed after hours and/or weekends. All labor is quoted as a single-phase installation unless noted otherwise. If additional trips or phases are required due to the Client not being prepared for delivery or the site not being ready, it may result in added cost to the labor quote. Product will be delivered and installed on a mutually agreed upon date. All available spaces must be ready for furniture; installation of all carpet, painting, lighting, and ceiling tiles must be completed. If delivery and/or installation are requested by the Client to an uncompleted space, Client accepts responsibility for any damage to or theft of the product. The Client may request partial delivery and/or installation when placing the order. If so, the Client agrees to both take delivery and pay for all delivered items on a partial basis.
2. Prior to the installation, Dew-El Corporation is to be informed of the following guidelines or restrictions for proper access to the building: dock accessibility, sidewalks, parking lots, elevator access above the first floor, time restrictions, security checks or any safety requirements needed for access to your facility during the time of the installation. Any notification that delivery and/or installation cannot be accepted must be communicated to Dew-El Corporation no later than 12:00pm on the business day prior to the scheduled delivery and/or installation date. Dew-El Corporation requests product to be shipped by our manufacturers according to customer needs. If a Client has requested product to be installed by a specific date, Dew-El Corporation will work with the manufacturer to have all product received in time for the installation date requested by the customer. Dew-El Corporation shall not be held liable for manufacturing/delivery delays outside of Dew-El Corporation's control. If for any reason the customer delays the original installation date, Dew-El Corporation reserves the right to invoice for all product shipped according to the customer requested delivery date.

**SALES TAX**

Prices quoted include sales tax, and taxes will be included upon invoicing, unless an exemption certificate is furnished by the Client. If tax-exempt, please send a copy of your exemption certificate along with your signed quote.

**PAYMENT TERMS**

1. The following estimate is valid for 30 days. Payment terms are net due 30 days from invoice date, which is initiated upon shipment and/or fulfillment of service.
2. In the event of project delays due to construction, trades or equipment, the Client is expected to bring payments to a net retainage of 90% of the estimate. The Client is permitted to hold as retainage an amount equal to the value of uncompleted work, damaged or incorrect items.
3. Should Client default in payment of this Contract, charges shall be added from the date of default at the rate of one and one half percent (1 1/2%) per month, (18% per annum).
4. Client agrees to pay a Transaction Surcharge of three point eight percent (3.8%) of the sell price shown on the proposal (including applicable sales tax) when the method of payment is in any form other than Dew-El Corporation's standard payment methods, which include cash, check, or ACH/direct deposit.

**ACCEPTANCE**

All sales are final; specified product is non-returnable and non-refundable. Claims for defects, errors or shortages must be made in writing within twenty business days after delivery. Failure to make a claim within such period shall constitute acceptance of the items.

**CANCELLATIONS AND CHANGES**

To accept the following estimate, drawings, specifications and delivery and installation conditions please sign both below and the last page of the estimate. If a purchase order is required for payment, that order number must be provided at the time of order placement. Any change(s) to an existing order may incur additional fees once the order has been placed. Such charges may include but not limited to; date moves, product changes/deletions, and "ship to" changes. Your signature approves Dew-El Corporation Terms and Conditions stated above.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ PO No. \_\_\_\_\_

Company \_\_\_\_\_

Pricing for MiEN is provided according to National Purchasing Contract OMNIA Region 14 ESC - TX, contract number 07-107

## GRAND RAPIDS

217 Cesar E Chavez SW, Suite 200  
Grand Rapids, MI 49503  
Phone: 616.458.6322  
Fax: 616.458.1117

## FORT WAYNE

104 W Superior, Suite A  
Fort Wayne, IN 46802  
Phone: 260.423.3482

## TRAVERSE CITY

10850 E Traverse Highway, Suite 400  
Traverse City, MI 49684  
Phone: 231.360.9694

## KALAMAZOO

155 West Michigan Ave, Suite 1501  
Kalamazoo, MI 49007  
Phone: 269.342.3919

**Quotation: 248581**

**Quote Date:** 05/02/25

**Project** 250382

**Customer:** 1

**Terms:** NET DUE WITH INVOICE

**Custer Salesperson:** COLLEEN SMITH

**Quote To:**

COOR ISD  
11051 N Cut Rd  
Roscommon MI 48653-9340

**Ship To:**

COOR ISD  
11051 N Cut Rd  
Roscommon MI 48653-9340

**Phone:** +1 (989) 275-9555



**Phone:** +1 (989) 275-9555

**Tax** 38-2351526

COOR ISD

The prices quoted in this bid are based on current governmental laws and regulations. In the event of any changes in laws, regulations, tariffs, taxes, or other governmental mandates that increase the cost of goods, materials, or services, the seller reserves the right to adjust pricing accordingly. Any such price adjustments will be communicated in writing and supported by relevant documentation. Quote valid for 30 days, subject to change thereafter due to current Supply Chain conditions. This is a special order restocking fees could apply if cancelled/returned. Credit cards will incur 3% processing fee if combined invoices total over \$10,000

E&I Master Agreement Number EI00140~2021MA  
Steelcase, AMQ & Smith System Products.  
Master Agreement Number EI00140~2021MA

Description	Quantity	Unit Price	Extended Price
<b>1 AMQCRRTBL - Table, Rnd</b>  <b>Diameter:</b> 36.00000 <b>Thickness - Worksurface:</b> 1.12500 <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Base:</b> X-Base <b>X-Base/Column Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTION <b>Tag For</b> OT-2,3,4	4	452.38	1,809.52
<b>2 EMLKD4 - Locker- DoubleWide, 4 Door</b>  <b>Depth:</b> 24.00000 <b>Width:</b> 30.00000 <b>Height:</b> 66.50000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL)	2	1,352.31	2,704.62

**GRAND RAPIDS**

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Fax: 616.458.1117

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Phone: 260.423.3482

**TRAVERSE CITY**

10850 E Traverse Highway, Suite 400  
Traverse City, MI 49684  
Phone: 231.360.9694

**KALAMAZOO**

155 West Michigan Ave, Suite 1501  
Kalamazoo, MI 49007  
Phone: 269.342.3919

Description	Quantity	Unit Price	Extended Price
<p><b>2 Door: Door Hinged Left</b>  <b>Lock: Standard Key Plug</b>  <b>Lock Finish: Polished Chrome 9201 - POLISHED CHROME</b>  <b>Pull: Ledge</b>  <b>Pull Finish: Smooth Metallic 4799 - PLATINUM METALLIC</b>  <b>Adjustable Shelf: One Adjustable Shelf</b>  <b>Interior Configuration: No Hook</b>            AMQSOLUTION  <b>Tag For ST-7</b></p>			
<p><b>3 CNCRTABLE - AMQ Concur Table</b>   <b>Depth: 24.00000</b>  <b>Width: 72.00000</b>  <b>Worksurface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL)</b>  <b>Frame Finish: Paint F1 - Platinum</b>  <b>Modesty Panel: No Panel</b>            AMQSOLUTION  <b>Tag For FT-1</b></p>	20	621.25	12,425.00
<p><b>4 AMQWESMDC4WA - Sterling 4 Wood Leg Guest Chair with Arms</b>   <b>Color Scheme: Non Contrasting</b>  <b>Back Finish: Billiard 5H25 - STORM CLOUD</b>  <b>Seat Finish: Billiard 5H25 - STORM CLOUD</b>  <b>Base Finish: Rift Cut/Low Sheen VP03 - BLACK OAK</b>            AMQSOLUTION  <b>Tag For OC-3</b></p>	2	675.99	1,351.98
<p><b>5 FAB-7230M-MOD - FIRST AID</b>            *****modified to be 72W X 30D x 22H*****            BENCH,,MAPLE            4" thick foam cushion with removable, easy-to-clean black vinyl cover and            built-in elevated headrest   500lb. weight capacity   72"W x 30"D x 26"H              Constructed of solid maple and maple veneers   Leveling glides allow for            stability on all floors   Minimal assembly required   Solid Maple Construction   The unit is finished with a chemical resistant, earth-friendly            UV finish            Wood: Maple Stain:Northwoods            DIVERSIFIE  <b>Tag For COT</b></p>	1	1,731.25	1,731.25

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Description	Quantity	Unit Price	Extended Price
<p><b>6 LL7200 - LimeLite High Density Armless Chair, Uph Seat/Poly Back</b></p> <p><b>Shell Color:</b> -NFR: Compliance to TB 117-2013 /PTI: Twilight Shadow</p> <p><b>Frame finish:</b> /CG: Cool Grey</p> <p><b>Glide Option:</b> /GPL: Plastic glides</p> <p><b>Upholstery Grade/Color:</b> /NFR: Compliance to TB 117-2013 <b>GRPP1:</b> Pallas Fabric Group P1 <b>AHTI:</b> AHTI /27.371.096.P: NIGHTFALL</p> <p>KRUEGER <b>Tag For</b> OC-2</p>	50	292.50	14,625.00
<p><b>7 LLDCU.BL - Transport Dolly for LimeLite Chairs with Upholstery</b></p> <p>KRUEGER <b>Tag For</b> OC-2</p>	4	356.25	1,425.00
<p><b>8 01622 - Silhouette Arc-8 Desk, Fixed Height With Casters</b></p> <p><b>Worksurface Finish:</b> Woodgrain HPL 2HAW - ASH WENGE (HPL) <b>Edge:</b> 1 1/4in Top w 3/8in Bmpr TMId <b>Edge Finish:</b> Smith System T-Mold PLAT - PLATINUM T MOLD <b>Frame Finish:</b> Smith System Paint PLT - Platinum</p> <p>SMITHSYSTE <b>Tag For</b> SD-1</p>	16	252.56	4,040.96
<p><b>9 30933 - SW House w/ Tote</b></p> <p><b>Tote:</b> Platinum SMITHSYSTE <b>Tag For</b> SD-1</p>	16	72.00	1,152.00
<p><b>10 22879 - NUMBERS CANTILEVER CHAIR- SIZE 6(18")</b></p> <p><b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Shell Finish:</b> Smith System Plastic CHARCOAL - CHARCOAL <b>Glide:</b> Standard Nylon Base Glide SMITHSYSTE <b>Tag For</b> SC-1</p>	38	129.94	4,937.72

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Description	Quantity	Unit Price	Extended Price	
<b>11</b> <b>FLXCTBD</b> - Flex; Cart-Board  <b>Frame Finish:</b> Textured Paint 7360 - MERLE <b>Shelf Finish:</b> Textured Paint 7360 - MERLE <b>Accessory Finish:</b> Plastic - PG1 6527 - MERLE <b>Wheel and Caster Finish:</b> Plastic - PG1 6527 - MERLE STEELCASE <b>Tag For</b> FLEX	*	2	1,406.62	2,813.24
<b>12</b> <b>FLXFSRQ</b> - Flex; Screen-Freestanding, Rectangle  <b>Size:</b> Modular <b>Height:</b> 71.00000 <b>Width:</b> 36.00000 <b>Surface 1 Finish:</b> Buzz2 5F16 - GREY <b>Surface 2 Finish:</b> Buzz2 5F16 - GREY STEELCASE <b>Tag For</b> FLEX	*	2	629.64	1,259.28
<b>13</b> <b>FLXMB4</b> - Flex; Markerboard, Package quantity 4  <b>Height:</b> 71.00000 STEELCASE <b>Tag For</b> FLEX	*	1	1,646.71	1,646.71
<b>14</b> <b>FLXWR</b> - Flex; Wall rail  <b>Width:</b> 84.00000 <b>Wall Rail Finish:</b> Textured Paint 7360 - MERLE STEELCASE <b>Tag For</b> FLEX	*	2	536.89	1,073.78
<b>15</b> <b>55003</b> - Bench-Bean, Large <b>Surface Finish:</b> Alphabet SMDT - MEDITERRANEAN SMITHSYSTE <b>Tag For</b> LC-2		4	937.13	3,748.52
<b>16</b> <b>58000</b> - Motum Teachers Desk Right Hand Box/Box/File, 24" x 60" <b>Frame Finish:</b> Smith System Paint PLT - PLATINUM <b>Desk Finish:</b> Woodgrain HPL 2HAW - ASH WENGE (HPL) <b>Edge Finish:</b> PLASTIC - PG1 6703 - ASH WENGE SMITHSYSTE <b>Tag For</b> TD-1		2	1,075.50	2,151.00
<b>17</b> <b>32740</b> - Potential Backless Adjustable Chair with Casters <b>Shell Finish:</b> Smith System Plastic CHARCOAL - CHARCOAL		5	172.69	863.45

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Description	Quantity	Unit Price	Extended Price
<b>17</b> <b>Base Finish:</b> Smith System Plastic BLACK - BLACK SMITHSYSTE <b>Tag For</b> TC-2			
<b>18</b> <b>01634</b> - 24X30 Silhouette XL Sit-Stand Desk, Rectangle <b>Worksurface Finish:</b> Woodgrain HPL 2HAW - ASH WENGE (HPL) <b>Edge:</b> E - 3/4in Top w 3mm Edgbnd <b>Edge Finish:</b> PLASTIC - PG1 6703 - ASH WENGE <b>Frame Finish:</b> Smith System Paint PLT - Platinum SMITHSYSTE <b>Tag For</b> TP-1	2	519.75	1,039.50
<b>19</b> <b>55035</b> - Flowform 18"H Soft Rocker Finish: Mediterranean SMITHSYSTE <b>Tag For</b> LC-1	3	590.63	1,771.89
<b>20</b> <b>612008000</b> - Cascade Mega-Cabinet-Open, 8-3" Standard Width Totes and Shelves, Casters <b>Edge Panel Config:</b> P- Pltnm Body w/Solid End Pnls <b>End Panel Finish:</b> Smith System Paint BL - BLUEBERRY <b>Tote:</b> Platinum SMITHSYSTE <b>Tag For</b> MS-1	3	1,170.56	3,511.68
<b>21</b> <b>55014</b> - FLEXSCREEN-LEAVES <b>Screen Finish:</b> Smith System PET SDTL - DARK TEAL <b>Foot Finish:</b> Smith System Paint PLT - PLATINUM SMITHSYSTE <b>Tag For</b> SCREEN	2	1,239.75	2,479.50
<b>22</b> <b>4821410</b> - 482 CHAIR-UPH BK  <b>PLASTIC:</b> 6527 MERLE <b>UPHSTRY:</b> 5H25 STORM CLOUD <b>ARMS:</b> *OPT:ARM OPTIONS <b>H/W/P/D:</b> STD:H/W/P/D ARMS <b>SEAT HGT:</b> *OPT:BASE ASSY HEIGHT RANGE <b>5" RANGE:</b> STD:5" PNEU SEAT HEIGHT RANGE <b>BASE OPT:</b> *OPT:BASE OPTION <b>PLASTIC:</b> STD:PLASTIC BASE <b>CASTERS:</b> CASTERS	* 2	739.71	1,479.42

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Description	Quantity	Unit Price	Extended Price
<b>22 HARD CST: STD:HARD CASTERS</b> <b>PACKAGE: *OPT:PACKAGING OPTIONS</b> <b>NA: Not Applicable</b> STEELCASE <b>Tag For TC-1</b>			
 <b>23 4821410 - 482 CHAIR-UPH BK</b> * 4 755.52 3,022.08 <b>PLASTIC: 6527 MERLE</b> <b>UPHSTRY: 5H25 STORM CLOUD</b> <b>ARMS: *OPT:ARM OPTIONS</b> <b>H/W/P/D: STD:H/W/P/D ARMS</b> <b>SEAT HGT: *OPT:BASE ASSY HEIGHT RANGE</b> <b>5" RANGE: STD:5" PNEU SEAT HEIGHT RANGE</b> <b>BASE OPT: *OPT:BASE OPTION</b> <b>PLASTIC: STD:PLASTIC BASE</b> <b>CASTERS: CASTERS</b> <b>SOFT CST: SOFT CASTERS</b> <b>PACKAGE: *OPT:PACKAGING OPTIONS</b> <b>NA: Not Applicable</b> STEELCASE <b>Tag For TC-1</b>			
 <b>24 ETCOL - Elbrook Collaborative Table</b> * 1 926.45 926.45 <b>Depth: 46.00000</b> <b>Width: 84.00000</b> <b>Top Surface Finish: Woodgrain HPL 2HAW - ASH WENGE (HPL)</b> <b>Edge Finish: Plastic - PG1 6703 - ASH WENGE</b> <b>Base Finish: Smooth Metallic 4799 - PLATINUM METALLIC</b> <b>Height: Seated</b> <b>Wheel: Black</b> STEELCASE <b>Tag For OT-1</b>			
<b>25 AXTMSTCK30X30 - Sticks-Space Divider,30x30cm</b> * 2 488.25 976.50 <b>Base: STI092:30x30,STD,NatWd</b> <b>Rod: STI004:30x30,120,Wht</b> <b>Extra Weight: No Extra Weight Option</b> STEELCASE <b>Tag For RODS</b>			

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
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Description	Quantity	Unit Price	Extended Price
<b>26</b> <b>480130</b> - Node; Chair, 5 arm base  <b>Base Finish:</b> PLASTIC 6205 - BLACK <b>Shell Finish:</b> Plastic - PG2 6BE6 - SEA SALT <b>Cushion:</b> NO CUSHION FOR NODE <b>Caster:</b> SOFT ROLL CONTROL CASTERS STEELCASE <b>Tag For</b> OC-1	*	14	301.26 4,217.64
<b>27</b> <b>480340</b> - Node; Stool, Mid back, X base <b>PAINT:</b> 4799 PLATINUM METALLIC <b>SHELL:</b> 6BE6 SEA SALT <b>CUSHOPT:</b> *OPT:CUSHION OPTIONS <b>NO CUSH:</b> NO CUSHION FOR NODE <b>GLIDEOPT:</b> *OPT:GLIDE OPTIONS <b>STDGLIDE:</b> STD:STANDARD GLIDES STEELCASE <b>Tag For</b> OS-1	*	3	396.75 1,190.25
<b>Office 202</b>			
<b>28</b> <b>AMQCRC</b> - Cushion-Top, Pedestal  <b>Depth:</b> 22.00000 <b>Cushion Finish:</b> Billiard 5H25 - STORM CLOUD AMQSOLUTIO <b>Tag For</b> Office 202		2	186.38 372.76
<b>29</b> <b>AMQCRDSSL</b> - Desk, Shell <b>Depth:</b> 24.00000 <b>Width:</b> 72.00000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Support - Right:</b> Full Depth End Panel <b>Support - Left:</b> Full Depth End Panel <b>Modesty Panel:</b> Full <b>Thickness - Worksurface:</b> 1.12500 AMQSOLUTIO <b>Tag For</b> Office 202		1	371.00 371.00

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Description	Quantity	Unit Price	Extended Price
<b>30 AMQCRMP15H - Pedestal-1.5-High,Box/File, Mobile</b>  <b>Depth:</b> 22.00000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Counterweight:</b> With Counterweight <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME AMQSOLUTIONIO <b>Tag For</b> Office 202	2	395.50	791.00
<b>31 AMQCROHOP - 15" H Overhead - No Doors, Open, Personal</b>  <b>Width:</b> 72.00000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Storage:</b> Personal <b>Door:</b> No Door <b>Attachment Bracket:</b> Wall Mount Brackets AMQSOLUTIONIO <b>Tag For</b> Office 202	1	573.13	573.13
<b>32 AMQCRTWBFL - Tower- Single Door,Box/File, Hinged Left</b>  <b>Depth:</b> 24.00000 <b>Width:</b> 15.75000 <b>Height:</b> 66.50000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Drawer Configuration:</b> Box/File <b>Door:</b> Door Hinged Left <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTIONIO <b>Tag For</b> Office 202	2	990.94	1,981.88

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Description	Quantity	Unit Price	Extended Price
<b>33</b> <b>APS2 - Activ2.0Desk, Stage 2</b>  <b>Width:</b> 46.00000 <b>Depth:</b> 24.00000 <b>Leg:</b> T-Leg <b>Caster or Glide:</b> Glides <b>Worksurface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Base Finish:</b> Paint F1 - Platinum AMQSOLUTION <b>Tag For</b> Office 202	1	521.06	521.06
<b>Sub Total</b>			4,610.83
TAX EXEMPT - NON PROFIT			0.00
<b>Total</b>			<b>4,610.83</b>
<b>Office 204</b>			
<b>34</b> <b>AMQCRC - Cushion-Top, Pedestal</b>  <b>Depth:</b> 22.00000 <b>Cushion Finish:</b> Billiard 5H25 - STORM CLOUD AMQSOLUTION <b>Tag For</b> Office 204	1	186.38	186.38
<b>35</b> <b>AMQCRL2H - Lateral-Two-High,File/File</b>  <b>Depth:</b> 24.00000 <b>Width:</b> 36.00000 <b>Top:</b> With Top <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Thickness - Worksurface:</b> 1.12500 <b>Drawer Configuration:</b> File/File <b>Application:</b> Full <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME <b>Key:</b> Key Plug <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Counterweight:</b> With Counterweight AMQSOLUTION	1	791.44	791.44

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Description	Quantity	Unit Price	Extended Price
35 Tag For Office 204			
36  <b>AMQCRMP15H</b> - Pedestal-1.5-High,Box/File, Mobile <b>Depth:</b> 22.00000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Counterweight:</b> With Counterweight <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME AMQSOLUTIONIO <b>Tag For</b> Office 204	1	395.50	395.50
37  <b>AMQCRTWBFR</b> - Tower- Single Door,Box/File, Hinged Right <b>Depth:</b> 24.00000 <b>Width:</b> 15.75000 <b>Height:</b> 66.50000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Drawer Configuration:</b> Box/File <b>Door:</b> Door Hinged Right <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTIONIO <b>Tag For</b> Office 204	1	990.94	990.94
38  <b>APS2</b> - Activ2.0Desk, Stage 2 <b>Width:</b> 46.00000 <b>Depth:</b> 24.00000 <b>Leg:</b> T-Leg <b>Caster or Glide:</b> Glides <b>Worksurface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Base Finish:</b> Paint F1 - Platinum	1	521.06	521.06

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Description	Quantity	Unit Price	Extended Price
<b>38</b> AMQSOLUTIO <b>Tag For</b> Office 204			
<b>Sub Total</b>			2,885.32
TAX EXEMPT - NON PROFIT			0.00
<b>Total</b>			<b>2,885.32</b>
<b>Office 215A</b>			
<b>39</b> AMQCRC - Cushion-Top, Pedestal  <b>Depth:</b> 22.00000 <b>Cushion Finish:</b> Billiard 5H25 - STORM CLOUD AMQSOLUTIO <b>Tag For</b> Office 215A	1	186.38	186.38
<b>40</b> AMQCRDSSL - Desk, Shell <b>Depth:</b> 24.00000 <b>Width:</b> 72.00000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Support - Right:</b> Full Depth End Panel <b>Support - Left:</b> Full Depth End Panel <b>Modesty Panel:</b> Full <b>Thickness - Worksurface:</b> 1.12500 AMQSOLUTIO <b>Tag For</b> Office 215A	1	371.00	371.00
<b>41</b> AMQCRL2H - Lateral-Two-High,File/File  <b>Depth:</b> 24.00000 <b>Width:</b> 36.00000 <b>Top:</b> With Top <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Thickness - Worksurface:</b> 1.12500 <b>Drawer Configuration:</b> File/File <b>Application:</b> Full <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME	1	791.44	791.44

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Description	Quantity	Unit Price	Extended Price
<p><b>41</b>    <b>Key:</b> Key Plug <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Counterweight:</b> With Counterweight AMQSOLUTIO <b>Tag For</b>        Office 215A</p>			
<p><b>42</b>    <b>AMQCRL4H</b> - Lateral-Four-High,File/File/File/File  <b>Depth:</b> 18.87500 <b>Width:</b> 36.00000 <b>Top:</b> With Top <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Thickness - Worksurface:</b> 1.12500 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME <b>Key:</b> Key Plug <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTIO <b>Tag For</b>        Office 215A</p>	2	1,288.44	2,576.88
<p><b>43</b>    <b>AMQCRMP15H</b> - Pedestal-1.5-High,Box/File, Mobile  <b>Depth:</b> 22.00000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Counterweight:</b> With Counterweight <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME AMQSOLUTIO <b>Tag For</b>        Office 215A</p>	1	395.50	395.50

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Phone: 231.360.9694

**KALAMAZOO**

155 West Michigan Ave, Suite 1501  
Kalamazoo, MI 49007  
Phone: 269.342.3919

Description	Quantity	Unit Price	Extended Price
<b>44 AMQCROHOP - 15" H Overhead - No Doors, Open, Personal</b>  <b>Width:</b> 72.00000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Storage:</b> Personal <b>Door:</b> No Door <b>Attachment Bracket:</b> Wall Mount Brackets AMQSOLUTIONIO <b>Tag For</b> Office 215A	1	573.13	573.13
<b>45 AMQCRTWBFL - Tower- Single Door,Box/File, Hinged Left</b>  <b>Depth:</b> 24.00000 <b>Width:</b> 15.75000 <b>Height:</b> 66.50000 <b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Drawer Configuration:</b> Box/File <b>Door:</b> Door Hinged Left <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTIONIO <b>Tag For</b> Office 215A	1	990.94	990.94
<b>46 APS2 - Activ2.0Desk, Stage 2</b>  <b>Width:</b> 70.00000 <b>Depth:</b> 29.00000 <b>Leg:</b> T-Leg <b>Caster or Glide:</b> Glides <b>Worksurface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Base Finish:</b> Paint F1 - Platinum AMQSOLUTIONIO <b>Tag For</b> Office 215A	1	601.13	601.13

<b>Sub Total</b>	6,486.40
TAX EXEMPT - NON PROFIT	0.00
<b>Total</b>	<b>6,486.40</b>

Office 224

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Description	Quantity	Unit Price	Extended Price
<p><b>47 AMQCRC - Cushion-Top, Pedestal</b></p> <p><b>Depth:</b> 22.00000</p> <p><b>Cushion Finish:</b> Billiard 5H25 - STORM CLOUD</p> <p>AMQSOLUTIO</p> <p><b>Tag For</b> Office 224</p>	1	186.38	186.38
<p><b>48 AMQCRDSSL - Desk, Shell</b></p> <p><b>Depth:</b> 24.00000</p> <p><b>Width:</b> 72.00000</p> <p><b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL)</p> <p><b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL)</p> <p><b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE</p> <p><b>Support - Right:</b> Full Depth End Panel</p> <p><b>Support - Left:</b> Full Depth End Panel</p> <p><b>Modesty Panel:</b> Full</p> <p><b>Thickness - Worksurface:</b> 1.12500</p> <p>AMQSOLUTIO</p> <p><b>Tag For</b> Office 224</p>	1	371.00	371.00
<p><b>49 AMQCRMP15H - Pedestal-1.5-High,Box/File, Mobile</b></p> <p><b>Depth:</b> 22.00000</p> <p><b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL)</p> <p><b>Headset Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL)</p> <p><b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL)</p> <p><b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE</p> <p><b>Pull:</b> Ledge</p> <p><b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC</p> <p><b>Counterweight:</b> With Counterweight</p> <p><b>Key:</b> Key Plug</p> <p><b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME</p> <p>AMQSOLUTIO</p> <p><b>Tag For</b> Office 224</p>	1	395.50	395.50
<p><b>50 AMQCROHOP - 15" H Overhead - No Doors, Open, Personal</b></p> <p><b>Width:</b> 72.00000</p> <p><b>Case Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL)</p> <p><b>Storage:</b> Personal</p> <p><b>Door:</b> No Door</p>	1	573.13	573.13

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Description	Quantity	Unit Price	Extended Price
<b>50 Attachment Bracket: Wall Mount Brackets</b> AMQSOLUTIO Tag For Office 224			
 <b>51 AMQCRTWBFL - Tower- Single Door,Box/File, Hinged Left</b> Depth: 24.00000 Width: 15.75000 Height: 66.50000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Headset Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Drawer Configuration: Box/File Door: Door Hinged Left Key: Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME Pull: Ledge Pull Finish: Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTIO Tag For Office 224	1	990.94	990.94
 <b>52 APS2 - Activ2.0Desk, Stage 2</b> Width: 46.00000 Depth: 24.00000 Leg: T-Leg Caster or Glide: Glides Worksurface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Base Finish: Paint F1 - Platinum AMQSOLUTIO Tag For Office 224	1	521.06	521.06
<b>Sub Total</b>			3,038.01
TAX EXEMPT - NON PROFIT			0.00
<b>Total</b>			<b>3,038.01</b>

**Office Add**

 <b>53 AMQCRMP15H - Pedestal-1.5-High,Box/File, Mobile</b> Depth: 22.00000 Case Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) Headset Finish: Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL)	1	395.50	395.50
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Description	Quantity	Unit Price	Extended Price
<p><b>53</b> <b>Top Surface Finish:</b> Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) <b>Edge Finish:</b> Plastic - PG1 6231 - GRAPHITE WALNUT <b>Pull:</b> Ledge <b>Pull Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Counterweight:</b> With Counterweight <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME AMQSOLUTION <b>Tag For</b> Office Add</p>			
<p><b>54</b> <b>AMQCROHHD - 15" H Overhead - Hinged Doors</b> <b>Width:</b> 42.00000  <b>Case Finish:</b> Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) <b>Headset Finish:</b> Woodgrain LPL 24L0 - GRAPHITE WALNUT (LPL) <b>Storage:</b> Personal <b>Door:</b> Hinged Doors <b>Attachment Bracket:</b> Wall Mount Brackets <b>Key:</b> Key Plug <b>Lock Finish:</b> Polished Chrome 9201 - POLISHED CHROME AMQSOLUTION <b>Tag For</b> Office Add</p>	1	432.25	432.25
<p><b>55</b> <b>AMQCRRTBL - Table, Rnd</b>  <b>Diameter:</b> 36.00000 <b>Thickness - Worksurface:</b> 1.12500 <b>Top Surface Finish:</b> Woodgrain LPL 2LAW - ASH WENGE (LPL) <b>Edge Finish:</b> Plastic - PG1 6703 - ASH WENGE <b>Base:</b> X-Base <b>X-Base/Column Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTION <b>Tag For</b> Office Add</p>	1	452.38	452.38
<p><b>56</b> <b>AMQWESINDMP - Greenpoint Modesty Panel</b>  <b>Width:</b> 60.00000 <b>Modesty Panel Finish:</b> Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) AMQSOLUTION</p>	1	258.30	258.30

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Description	Quantity	Unit Price	Extended Price
56 Tag For Office Add			
57  <b>AMQWESINDPD</b> - Greenpoint Private Desk Depth: 30.00000 Width: 60.00000 Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Frame Finish: Smooth Metallic 4799 - PLATINUM METALLIC Cutout: No Cutout AMQSOLUTIO Tag For Office Add	1	1,118.28	1,118.28
58  <b>AMQWESINDRL</b> - Greenpoint Desk Return and Leg Depth: 24.00000 Width: 42.00000 Top Surface Finish: Woodgrain HPL 2410 - GRAPHITE WALNUT (HPL) Edge Finish: Plastic - PG1 6231 - GRAPHITE WALNUT Frame Finish: Smooth Metallic 4799 - PLATINUM METALLIC AMQSOLUTIO Tag For Office Add	1	616.03	616.03
59  <b>AMQWESMDC4WA</b> - Sterling 4 Wood Leg Guest Chair with Arms Color Scheme: Non Contrasting Back Finish: Billiard 5H25 - STORM CLOUD Seat Finish: Billiard 5H25 - STORM CLOUD Base Finish: Rift Cut/Low Sheen VP03 - BLACK OAK AMQSOLUTIO Tag For Office Add	2	675.99	1,351.98
<b>Sub Total</b>			4,624.72
TAX EXEMPT - NON PROFIT			0.00
<b>Total</b>			<b>4,624.72</b>
60 <b>FREIGHT</b> - FREIGHT CHARGE DIVERSIFIE	1	400.00	400.00
61 <b>SURCHARGE</b> - TARRIF CHARGE DIVERSIFIE	1	43.28	43.28
62 <b>FREIGHT</b> - FREIGHT CHARGE SMITHSYSTE	1	2,975.00	2,975.00

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Description	Quantity	Unit Price	Extended Price
<b>63 Delivery &amp; Installation during normal business hours. (CUSTER OPS)</b>	1	13,000.00	13,000.00

<b>Quotation Totals</b>	
<b>Sub Total</b>	118,437.50
STEELCASE Steelcase SURCHARGE	962.17
Warehouse Handling Fee	2,550.48
AMQSOLUTIO AMQ SURCHARGE	2,242.80
Recycle/Refuse Fee	1,020.19
KRUEGER KI SURCHARGE	398.04
SMITHSYSTE SMITH SURCHARGE	1,142.05
TAX EXEMPT - NON PROFIT	0.00
MICHIGAN – NON TAXABLE	0.00
<b>Grand Total</b>	<b>126,753.23</b>

\* Steelcase Surcharge

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

**End of Quotation**

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Job site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling and storing product at job site. Buyer will furnish electrical current, heating, lighting, and elevator service at job site without charge to Seller. If the job site is not available on the mutually agreed upon customer required date, charges will be assessed to the Buyer for additional handling or redirecting of product at standard hourly rates or actual charges if performed by a third party. Any special packaging, handling, or storage at other than Seller's warehouse that is required, but that had not been provided in the quotation, will be invoiced to Buyer.

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Name

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Title

---

Signature

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Date



# Furniture Finish Selection

COOR ISD-Education Center

04.07.2025





# Budget

Space	Quantity	Cost per space	Total	Notes
COOR ISD				Student Occupied
Budget Worksheet				Admin Furniture
				Sensory
<b>STAFF</b>	Staff	1 \$ 16,670.00	\$ 16,670.00	
	Support Offices	4 \$ 3,520.00	\$ 14,080.00	
	Lobby	1 \$ 5,000.00	\$ 5,000.00	
	Conference Room	1 \$ 6,071.50	\$ 6,071.50	Conference for 6
<b>CR</b>	Classroom	2 \$ 18,672.75	\$ 37,345.50	10 Students
	Life Skills	1 \$ 5,061.00	\$ 5,061.00	Tables & Chairs
<b>SENSORY</b>	Sensory	1	\$ 10,000.00	Kwik Screen-Air (\$2000 ea) Sticks 30"x60"(\$1200 ea)
	<b>Total for Building</b>		<b>\$ 84,228.00</b>	
	<b>District Totals</b>		<b>\$ 84,228.00</b>	
	<b>KINGSCOTT FEE (SEPARATE LINE ITEM)</b>		<b>\$ 4,633</b>	5.50%
	<b>TOTAL WITH KINGSCOTT FEE</b>		<b>\$ 88,860.54</b>	

COOR ISD-Education center  
Classroom Furnishings - Breakdown  
Budget Worksheet

MAN.	PRODUCT	QTY	PRICE	TOTAL
Steelcase	Node Castors	8	\$575.25	\$4,602.00
Smith Systems	Cascade	3	\$1,350.00	\$4,050.00
Steelcase	AMQ-48"Table	2	\$731.00	\$1,462.00
Steelcase	Node Stools	3	\$552.00	\$1,656.00
Steelcase	Lockers (2 Door)	4	\$975.00	\$3,900.00
INSTALLATION/FRIEGHT				\$1,000.00
<b>TOTAL</b>				<b>\$16,670.00</b>

MAN.	PRODUCT	QTY	PRICE	TOTAL
Steelcase	Elbrook Colaborative Table	1	\$1,620.00	\$1,620.00
Steelcase	Node Castors	6	\$575.25	\$3,451.50
INSTALLATION/FRIEGHT				\$1,000.00
<b>TOTAL PER CLASSROOM</b>				<b>\$6,071.50</b>

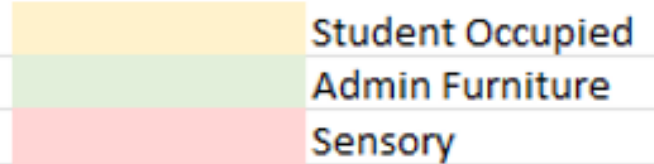
MAN.	PRODUCT	QTY	PRICE	TOTAL
Steelcase	Agree Chair	2	\$185.00	\$370.00
Steelcase	Task Chair	1	\$938.00	\$938.00
Steelcase	Motum Teacher Desk - 72"	1	\$1,212.00	\$1,212.00
INSTALLATION/FRIEGHT				\$1,000.00
<b>TOTAL PER CLASSROOM</b>				<b>\$3,520.00</b>

MAN.	PRODUCT	QTY	PRICE	TOTAL
Smith Systems	Silhouette- sit to stand	1	\$1,266.00	\$1,266.00
Steelcase	Flip n Fold	2	\$737.00	\$1,474.00
Smith Systems	Siloutte-Arc B	8	\$267.00	\$2,136.00
Smith Systems	FlavorNoodle	2	\$227.00	\$454.00
Steelcase	Flex Marker Board Cart	1	\$2,172.75	\$2,172.75
Smith Systems	Divider	1	\$800.00	\$800.00
Smith Systems	Rocker	1	\$1,000.00	\$1,000.00
Smith Systems	Potential Adj Height	2	\$130.00	\$260.00
Steelcase	Flavor- Cantilever	10	\$191.00	\$1,910.00
Smith Systems	Cascade	3	\$1,350.00	\$4,050.00
Steelcase	Task Chair	1	\$938.00	\$938.00
Smith Systems	Motum Teacher Desk - 60"	1	\$1,212.00	\$1,212.00
INSTALLATION/FRIEGHT				\$1,000.00
<b>TOTAL PER CLASSROOM</b>				<b>\$18,672.75</b>

MAN.	PRODUCT	QTY	PRICE	TOTAL
Steelcase	Agree Chair	10	\$185.00	\$1,850.00
Steelcase	Flip Top (24"x72")	3	\$737.00	\$2,211.00
INSTALLATION/FRIEGHT				\$1,000.00
<b>TOTAL PER CLASSROOM</b>				<b>\$5,061.00</b>

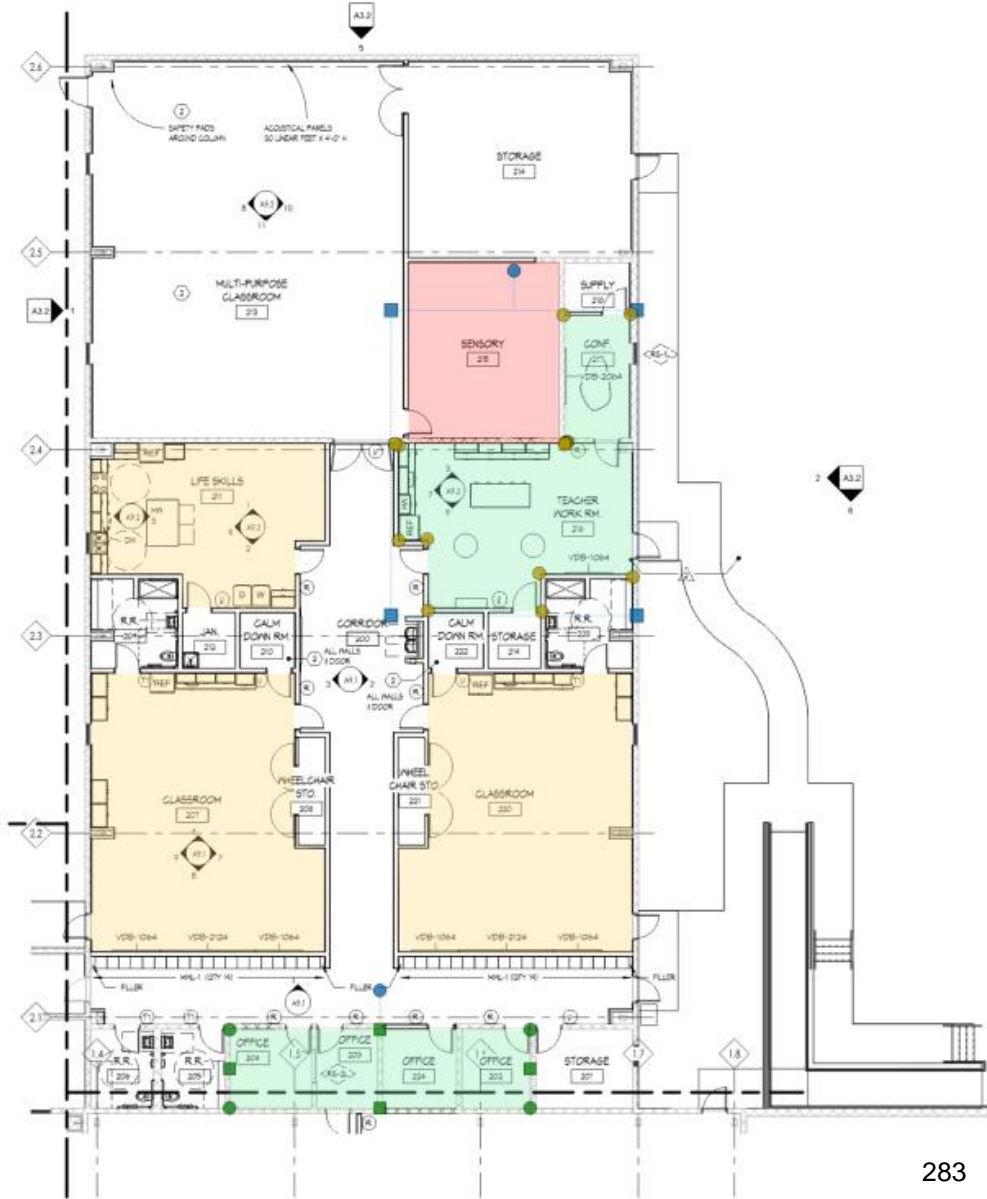
# Furniture Scope- Unit 200

- 202 Office
- 203 Office
- 204 Office
- 224 Office
- 207 Classroom
- 211 Life Skills
- 215 Sensory
- 216 Teacher Work Rm.
- 217 Conference Rm.
- 220 Classroom



Additional Scope:

- Waiting Chairs in 400
- Central Office L-shaped with overhead storage w/ doors on long side
- 2 guest chairs and small table



# Interior Finishes

SW 9166  
Drift of Mist

SW 6487  
Cloudburst

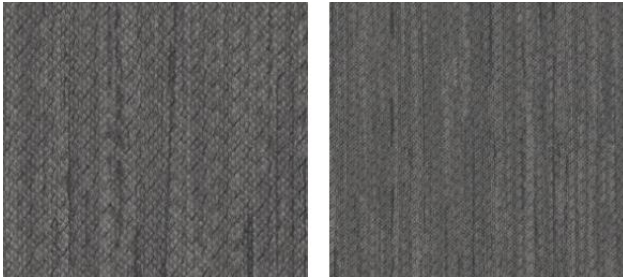
SW 9051  
Aquaverde

SW 6240  
Windy Blue

SW 6435  
Gratifying  
Green

## Flooring

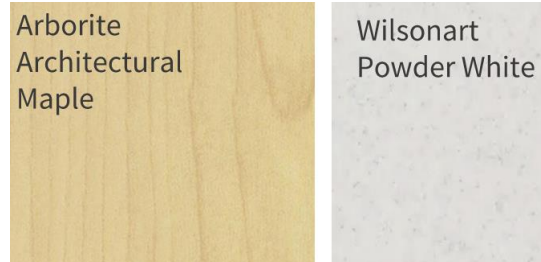
Hybrid Carpet- Classrooms and Corridors



## Casework

Arborite  
Architectural  
Maple

Wilsonart  
Powder White



## Resilient Flooring

Gym

Offices/ Teacher Work Room



## Wallcovering



## Tile

Surface Platforms  
Crayon- Ceruleo  
3" x 12"



Crayon- Bianco Matte  
3" x 12"



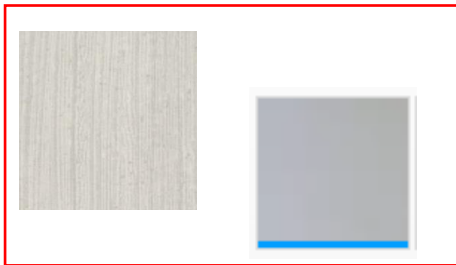
# Interior Renderings



# Student Desk options

## FT-1

AMQ-Concur



## SD-1

Smith Systems – Arc 8



Pencil box



Frame Color Choice

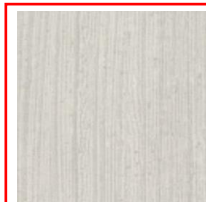


# Teacher Desks

TP-1



Smith Systems- Silhouette  
Sit to Stand XL



Ash Wenge

TD-1



Smith Systems- Motum  
Teacher Desk

Frame Color Choice



# Tables

OT-1



Steelcase Elbrook



Ash Wenge

Frame Color Choice



OT-2 -34"

OT-3 -36"

OT-4 - 42"



34", 36", 42" Round Table  
AMQ Embank

# Storage

## MS-1



19" x 43" x 43.3"  
open  
3" totes

Powder Coat Finish Colors (Lead time may apply to select colors)



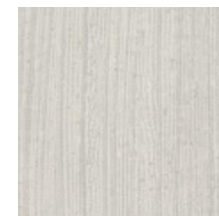
Standard Totes



## ST-7



AMQ- Uptake  
Qty 2 (4 doors- 8 doors total)



Ash Wenge

# Student Chairs

18" Height

## SC-2

Smith Systems- Numbers  
Cantilever



## OC-2

KI-Lime Lite  
Twilight Shadow  
Pallas Ahti Nightfall  
Qty:50



Standard Shell Color Options



# Seating



**OC-1**  
Steelcase Node- Castors  
Mid Back



**OS-1**  
Steelcase Node- Stool  
28" Height



**TD-1**  
Steelcase-Amia+ Air



**TD-2**  
Smith Systems-  
Potential™ Adjustable Height

Standard Shell Color Options



Frame Color Choice



Material

Sea Salt

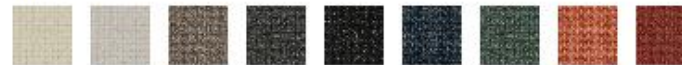


Frame



Upholstery

SoftNext



Billiard Multi Use by DesignTex

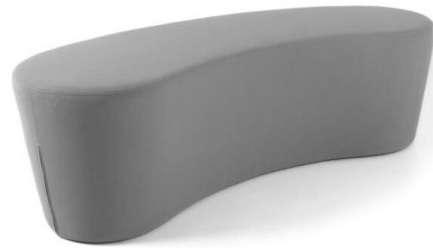


# Soft Seating



## LC-1

Flowform – Soft Rocker  
Large



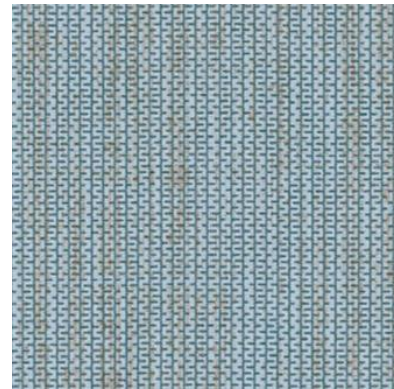
## LC-2

Flowform – Bean  
Large

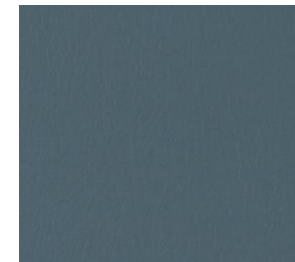


## LC-3

MiEN- Chameleon Lounge™  
Sofa Configuration

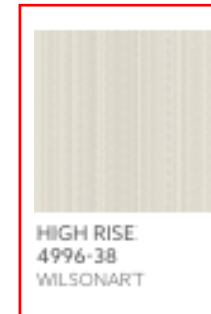


Stinson-  
Box Chain  
Tranquil



Stinson- Lara  
Lake  
Wizard

Soft Seating Vinyl Options



# Screens



## FLEXSCREEN

Flowform®- Learn Lounge Screen

PET Color Options



# Life Skills Layouts

10 Students

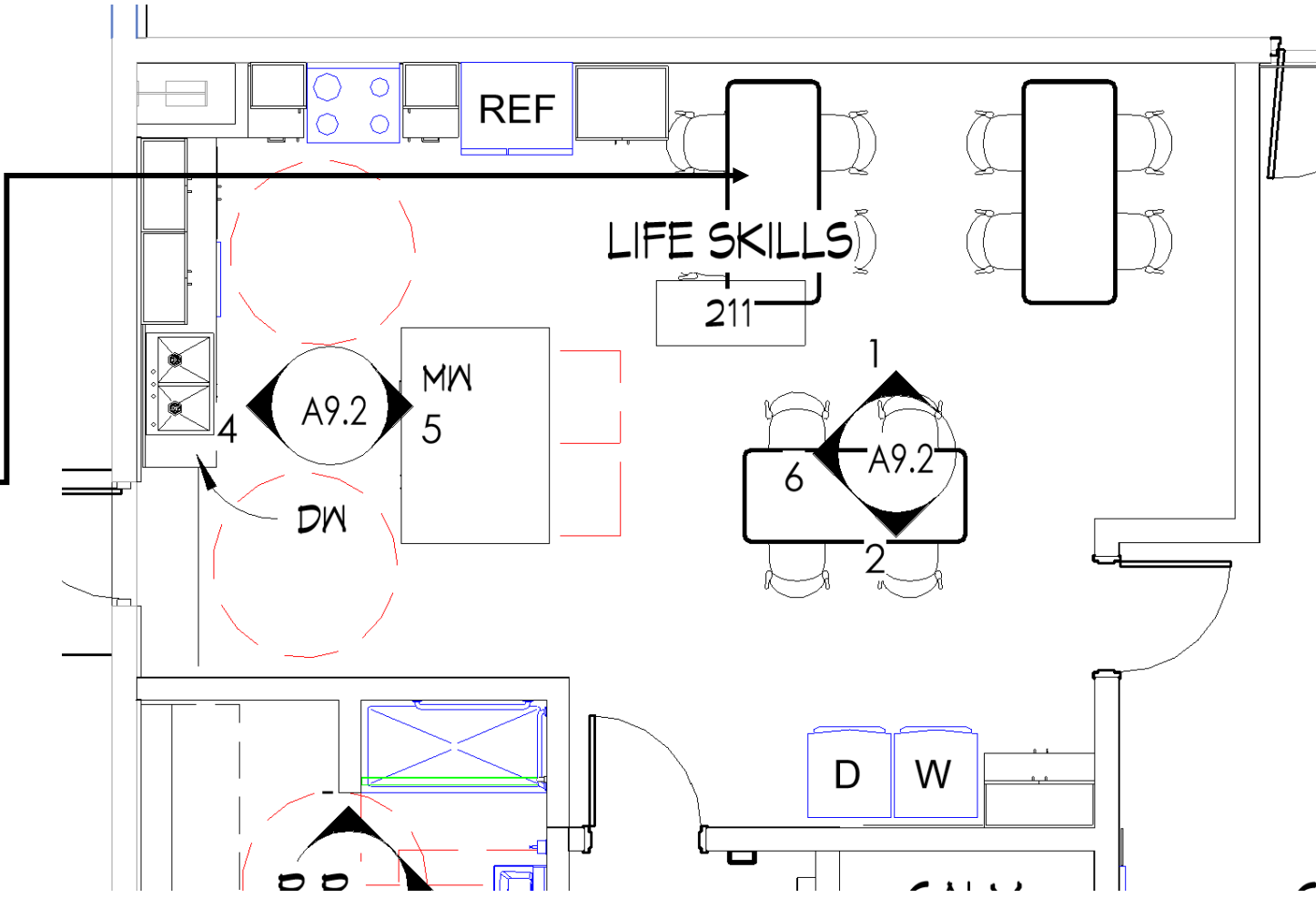


**SC-1** Student Chair  
Numbers  
Cantilever- Qty 12



**FT-1**

Steelcase - Verb  
Flip top Qty 3



# Classroom Furniture Layouts

Liked this layout better

**LC-2**  
Flowform-  
Large Bean  
Qty 2



**SC-1**  
Student Chair  
Numbers  
Cantilever- Qty 10



**FT-1**  
Steelcase - Verb  
Flip top Qty 2

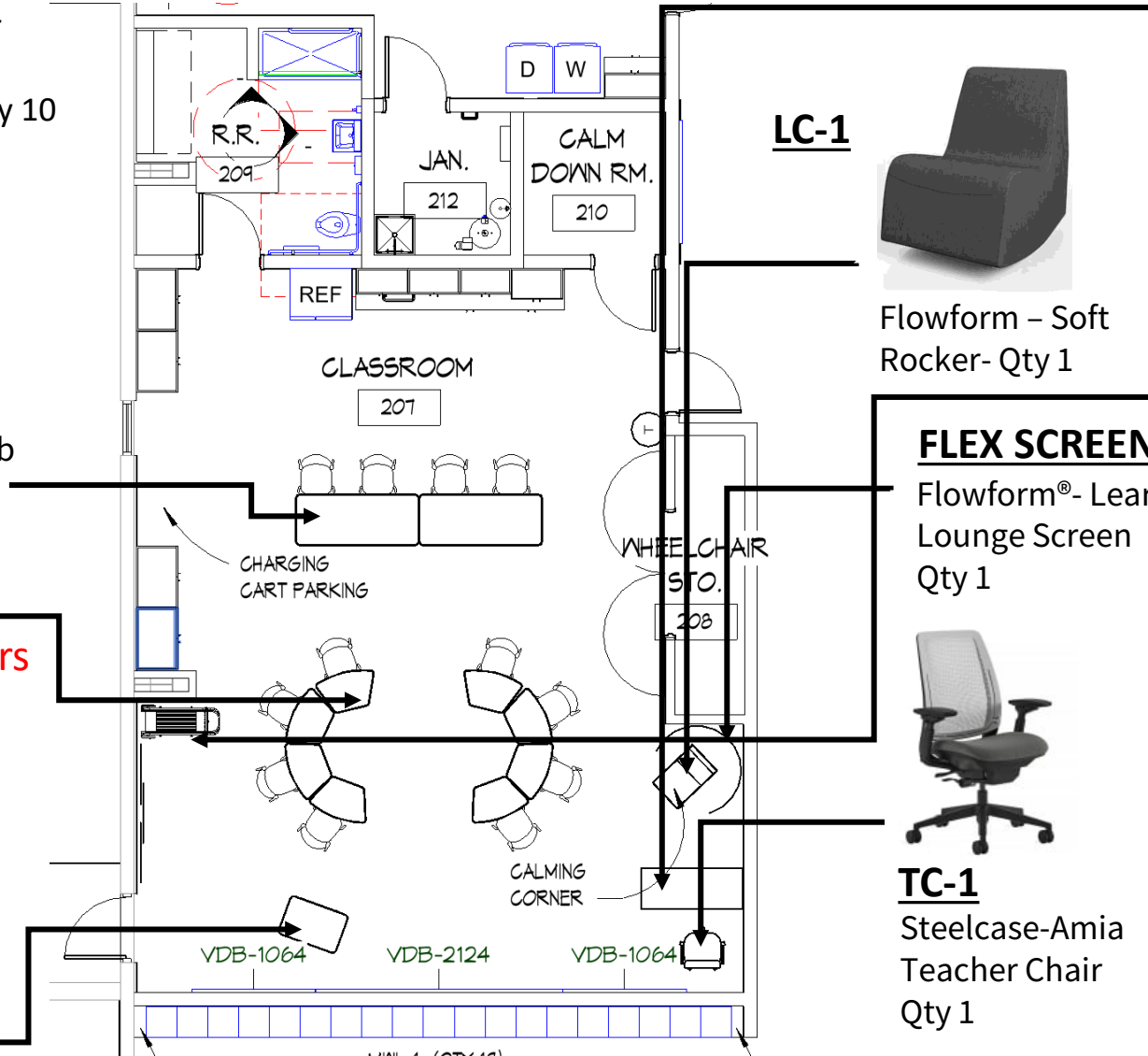


**SD-1**  
Smith Systems-  
Silhouette ARC 8  
Qty-8

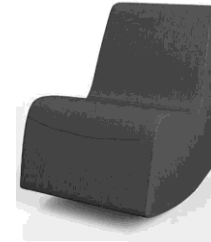
Castors



**TP-1**  
Smith Systems- Silhouette  
Sit to Stand XL  
24" x 30"- Qty 1



**TD-1**  
Smith Systems- Motum  
Teacher Desk  
24" x 60"  
Qty 1



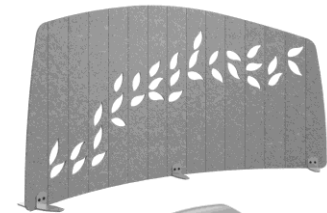
**LC-1**  
Flowform - Soft  
Rocker- Qty 1

2 marker  
board, 1  
tackboard



## **FLEX SCREEN**

Flowform®- Learn  
Lounge Screen  
Qty 1



**TC-1**  
Steelcase-Amia  
Teacher Chair  
Qty 1



**TC-2**  
Smith Systems-  
Potential™ Adjustable  
Height- Para Chair Qty 2

# Classroom Furniture Layouts

10 Students

Alternate Seating Options:  
Flavors Noodle- Qty 2



Student Chair  
Flavors Cantilever- Qty 10

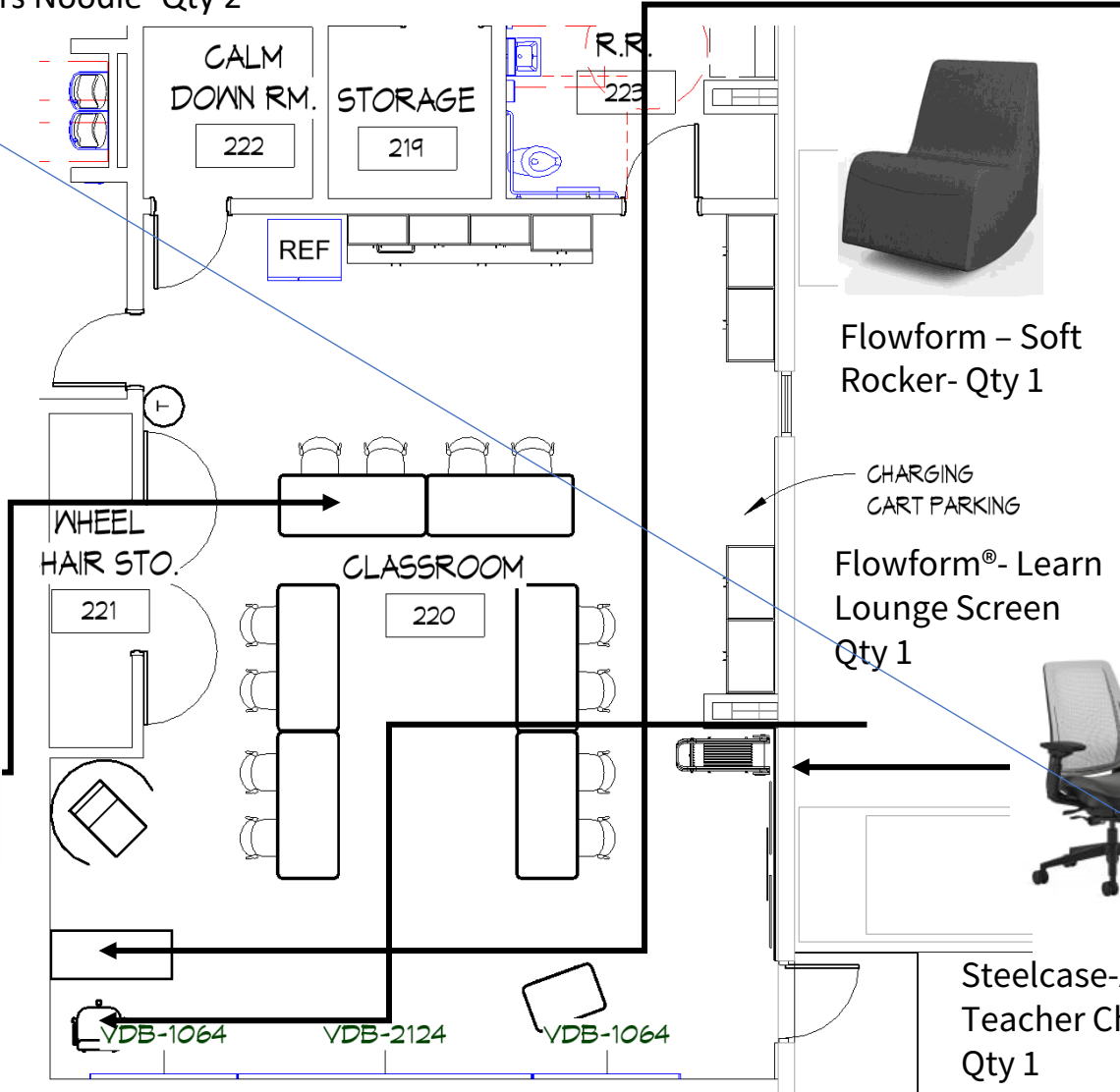


Steelcase Systems-  
Silhouette Sit to Stand XL  
24" x 30"  
Qty 1



Steelcase - Verb  
Flip top  
Qty 6

Alternate Seating Options:  
Flavors Noodle- Qty 2



Smith Systems- Motum  
Teacher Desk  
24" x 60"  
Qty 1



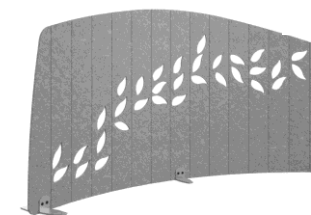
Flowform - Soft  
Rocker- Qty 1



Flowform®- Learn  
Lounge Screen  
Qty 1



Steelcase-Amia  
Teacher Chair  
Qty 1



Smith Systems-  
Potential™ Adjustable  
Height- Para Chair  
Qty 2

296

# Conference Rm. Layouts

**OT-1**

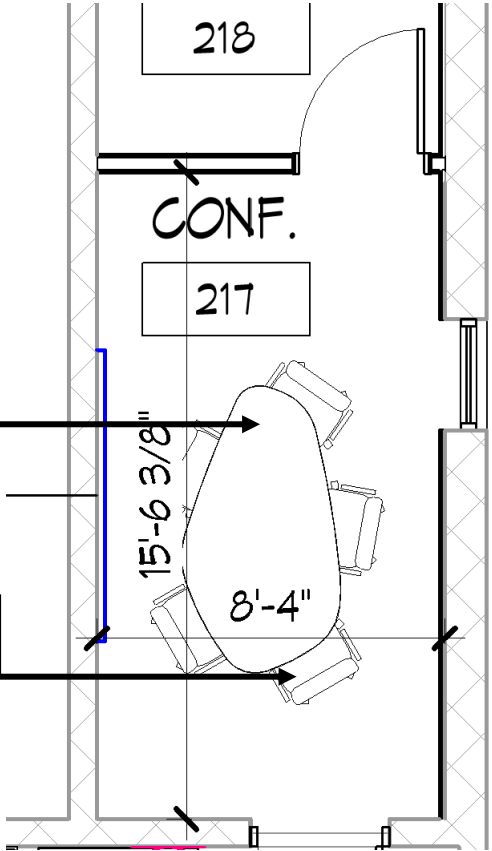
Steelcase Elbrook  
Qty 1



**OC-1**



Steelcase Node- Castors  
Qty 6



# Teacher Workroom Layouts

## OT-4

AMQ- 42"  
Qty 2



## ST-7



AMQ- Uptake  
Qty 2 (4 doors- 8 doors total)

## OS-1



Steelcase  
Node- Stool  
Qty 3

## MS-1

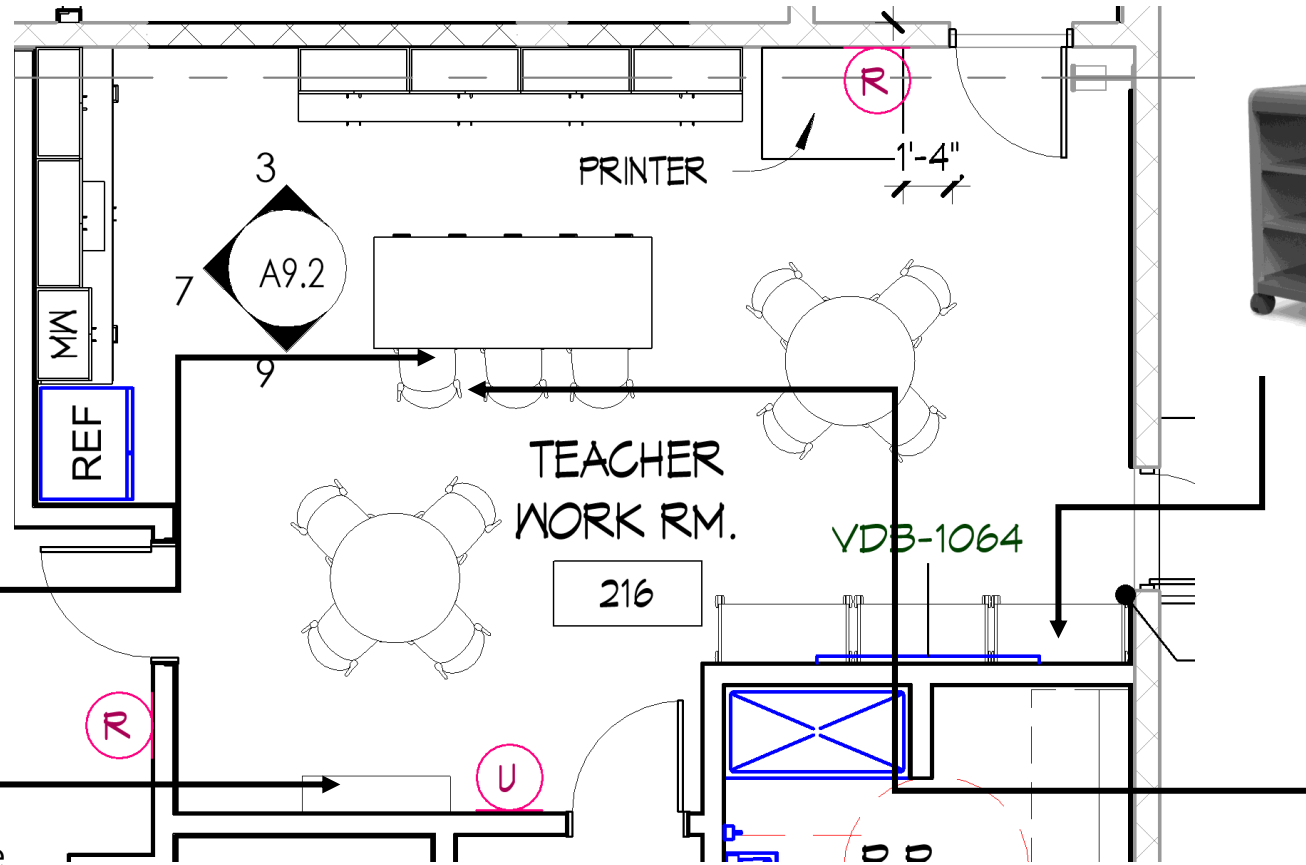
Smith System – Cascade Storage  
With Bins - Qty 3



## OC-1



Steelcase Node- Castors<sup>298</sup>  
Qty 6



# Office

RM 215A

Freestanding Screens  
Sticks Divider Save to project  
by Extremis  
Qty:2



**ST-1**  
QTY: 2  
LATERAL FILE 4 H

**OT-3**  
36" Round Table  
AMQ Embank-Qty 1



**SC-1**



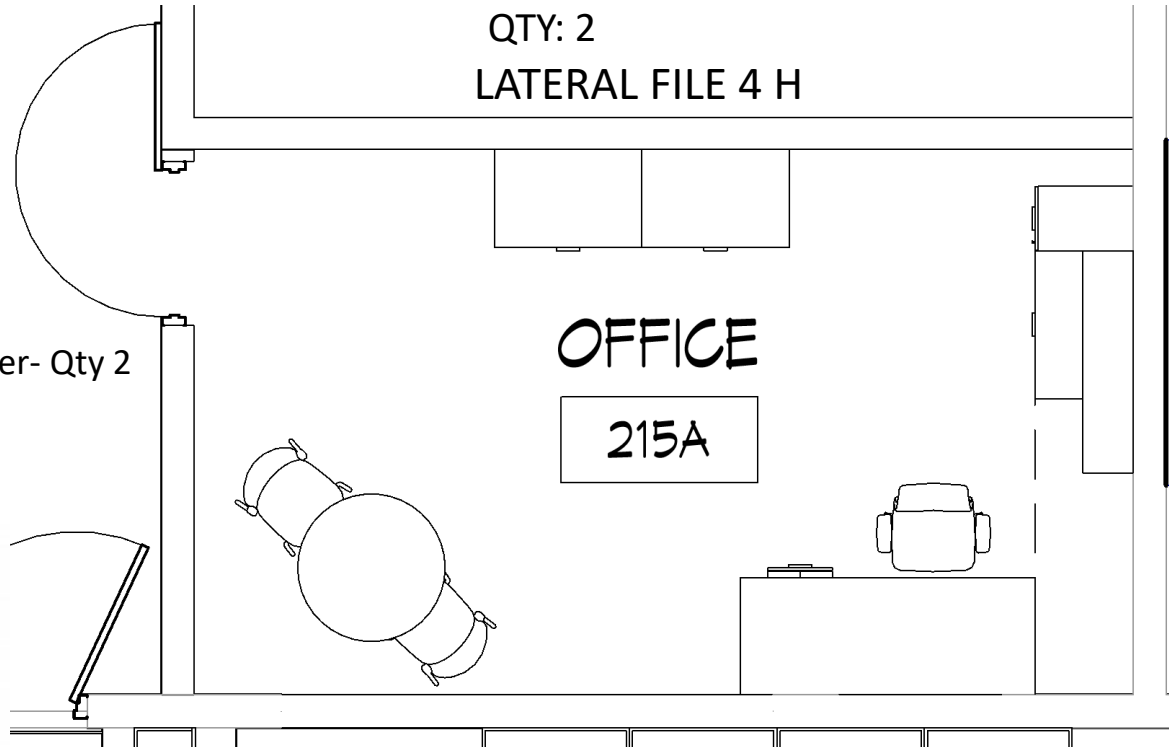
Student Chair  
Numbers Cantilever- Qty 2

**OD-1** Adj. Desk  
**OD-3** Desk with knee room  
**ST-4** Overhead storage



AMQ Embank- Adjustable Desk (ActivPro2),  
overhead shelving, Single Door Wardrobe,  
Open Knee Space Desk, 36"- 2 H lateral file and  
Single Ped- Qty 1

**TC-1**  
Steelcase-Amia  
Teacher Chair  
Qty 1



# Office-Social Worker

Rm 224

**SC-1**

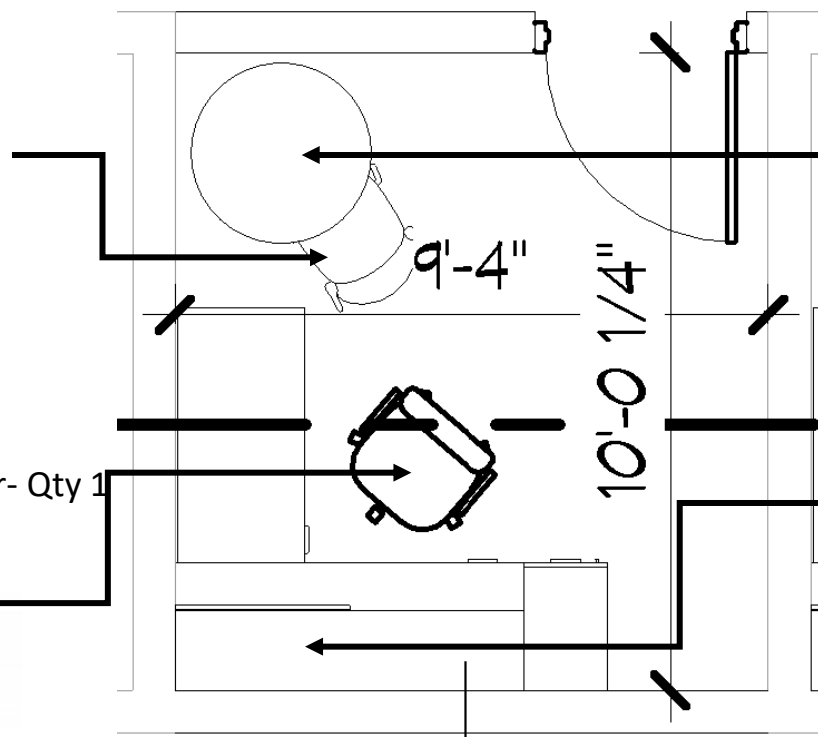


Student Chair  
Numbers Cantilever- Qty 1



**TC-1**

Steelcase-Amia  
Teacher Chair  
Qty 1



OFFICE

224

**OT-2**

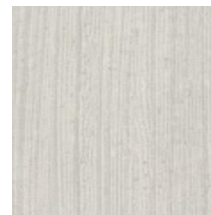
34" Round Table  
AMQ Embank-Qty 1



**OD-1** Adj. Desk

**OD-3** Desk with knee room

**ST-4** Overhead storage



Ash Wenge

AMQ Embank- Adjustable Desk  
(ActivPro2), overhead shelving, Single  
Door Wardrobe, Open Knee Space Desk  
with Single Ped- Qty 1

300

# Office-Nurse

Rm 204 & 203



**ST-3**

AMQ Embank-  
36" lateral file, 2 H  
Qty 1



**TC-1**

Steelcase-Amia  
Teacher Chair  
Qty 1



**ST-6**

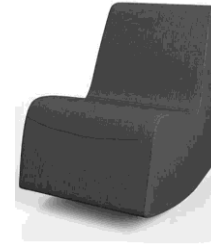
MiEN- 30" Double Door Storage  
w/ Counter top  
Qty 1

**ST-5**  
AMQ Embank-  
Single Wardrobe  
Qty 1



AMQ Embank-  
Pedestal w/ cushion  
Qty 1

**ST-4**



**LC-1**

Flowform - Soft  
Rocker- Qty 1



**OD-1**

AMQ ActivPro 2-  
Adjustable Desk  
24"x48"  
Qty 1

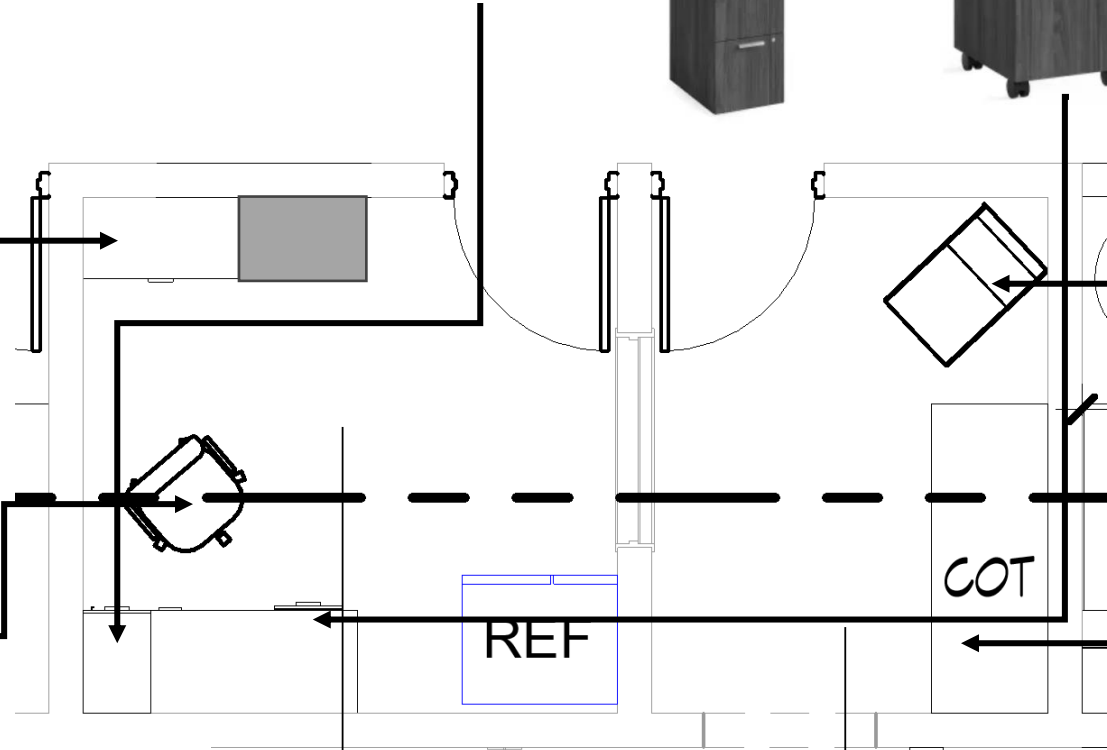
**TC-2**



Smith Systems-  
Potential™ Adjustable  
Height- Para Chair  
Qty 1



Health Cot  
27"x72"  
Qty 1



OFFICE

204

OFFICE

203

REF

COT

# Office-Hannah & Traci

Rm 202

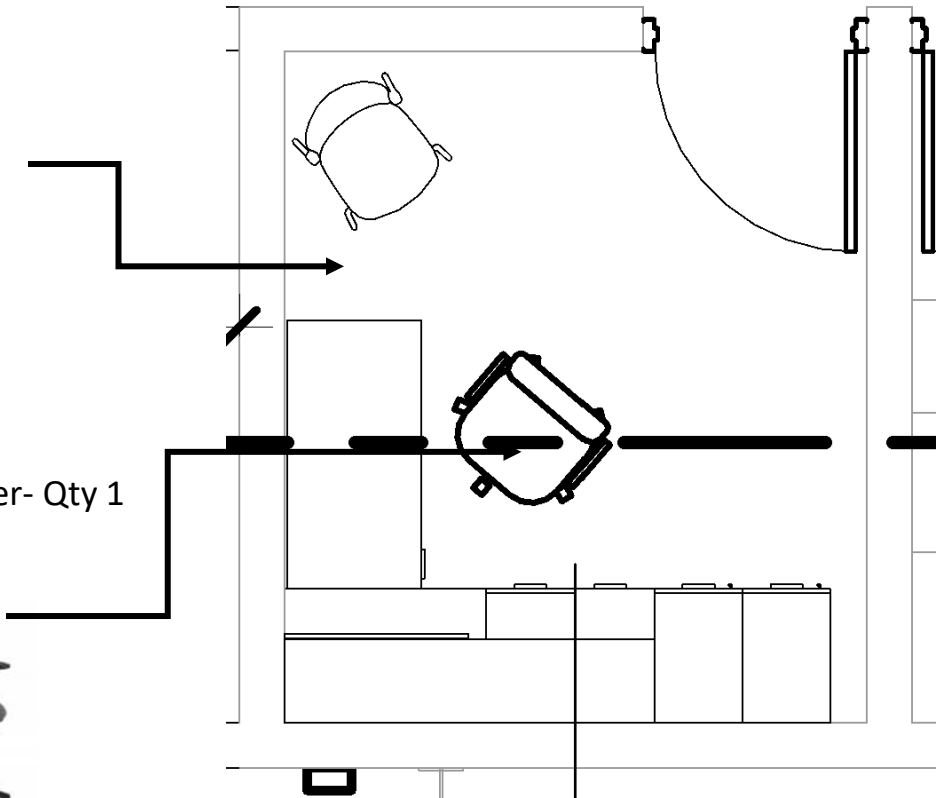
**SC-1**



Student Chair  
Numbers Cantilever- Qty 1



Steelcase-Amia  
Teacher Chair  
Qty 1



OFFICE

202

**ST-5**

AMQ Embank-  
Single Wardrobe  
Qty 2



**ST-4**

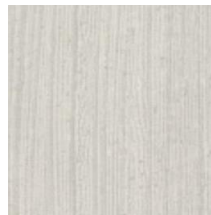
AMQ Embank-  
Pedestal w/ cushion  
Qty 2



**OD-1** Adj. Desk

**OD-3** Desk with knee room

**ST-4** Overhead storage



Ash Wenge

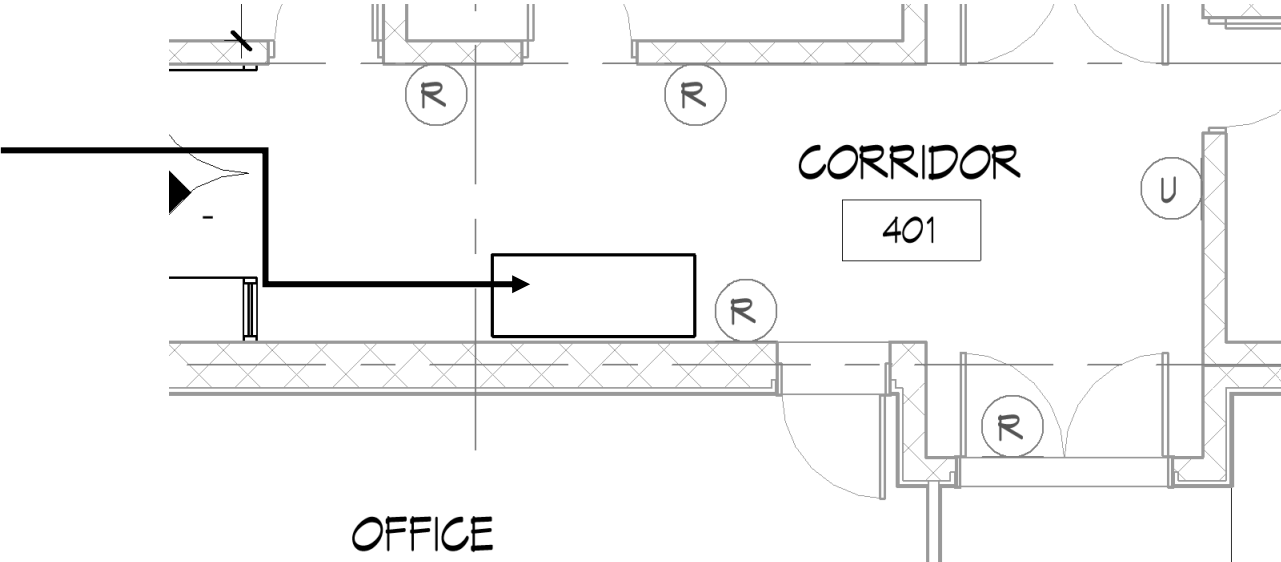
AMQ Embank- Adjustable Desk  
(ActivPro2), overhead shelving, open  
knee space desk-Qty 1

302

# Office- Unit 400

## LC-3

MiEN- Chameleon Lounge™  
Sofa Configuration



# Office-Add Scope

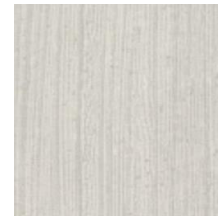
## OC-3

AMQ- West Elm Sterling with arms  
Qty:2



## OT-2

34" Round Table  
AMQ Embank-Qty 1



Frame Color Choice



### Designtex Billiard Multi-Use

SH11 Poppy	SH12 Tangelo	SH13 Citrine/Citron	SH14 Avocado	SH16 Indigo
SH17 Mallard	SH18 Teal	SH19 Cumulus	SH20 Powder	SH21 Gunmetal
SH22 Ink	SH23 Rose Quartz	SH24 SeaSalt	SH25 StormCloud	SH26 Olive

# Office-Add Scope

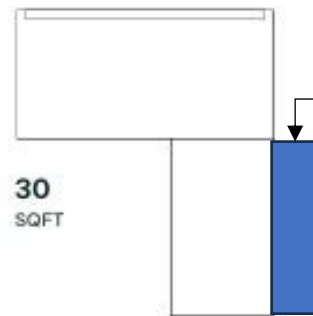
## Contemporary L-Shape Reception



Clay Wenge  
24CW



Platinum Metallic  
47PL

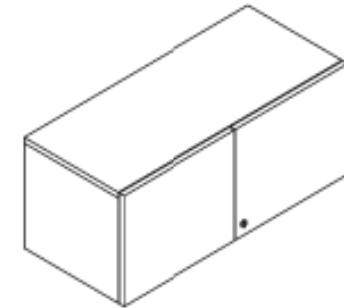


Overhead  
storage

30  
SQFT

Part Number	Description	Qty	List Price
AMQWESINDPD	Greenpoint Private Desk 30"Dx60"W	1	\$2,181
AMQWESINDRL	Desk Return and Leg 24"Dx42"W	1	\$1,202
AMQWESINDMP	Modesty Panel 60"W	1	\$504

**\$3,887**  
List Price



Overhead w/  
Hinge Doors

42" Overhead storage

#### 8. Information Items

- COOR ISD Social Media Report
- COOR ATIC Social Media Report
- The MASB Summer Institute will be in Lansing on Friday, Aug. 15 - Saturday, Aug. 16. Details can be found with the provided link. The hotel reservation deadline is July 14, 2025, or until sold out.

# APRIL 2025 SOCIAL MEDIA STATS



**C.O.O.R.**  
Advanced Technical  
Innovation Center

## TOP 6 POSTS:

**MONTHLY VIEWS: 17,993**  
**MONTHLY REACH: 4434**

1



**IEWS: 2214**

**Teacher Cadets- CPR Certification**  
996 Reach  
18 interactions

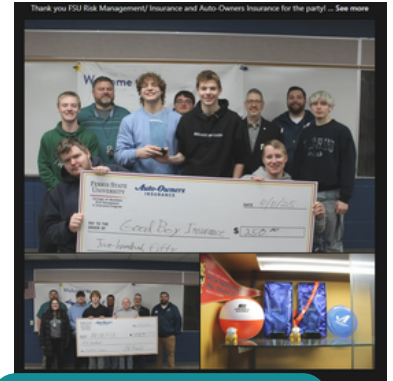
2



**IEWS: 1112**

**Cos Skills USA**  
539 Reach  
19 interactions

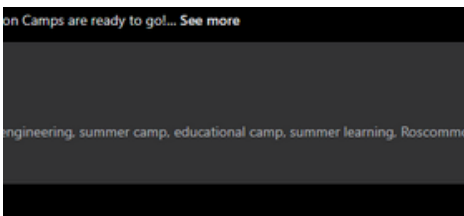
3



**IEWS: 962**

**Business/ FSU Comp.**  
420 Reach  
12 interactions

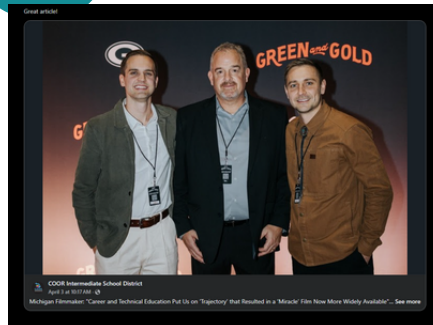
4



**IEWS: 619**

**CTE Summer Camps**  
350 Reach  
7 interactions

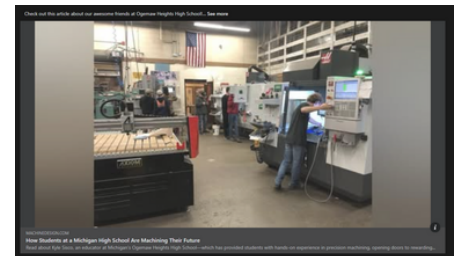
5



**IEWS: 466**

**Article**  
178 Reach  
2 interactions

6



**IEWS: 222**

**OHHS Article**  
119 Reach  
5 interactions

# APRIL 2025 SOCIAL MEDIA STATS



**C.O.O.R.**  
INTERMEDIATE  
SCHOOL DISTRICT

## TOP 6 POSTS OUT OF 20:

## MONTHLY REACH: 17,716

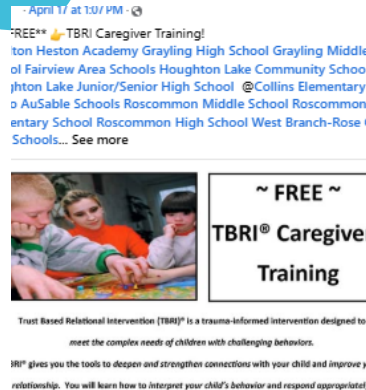
1



**REACH: 7,528**

April 25  
**Summer Camps**  
36 shares - 7 reactions  
46 interactions

2

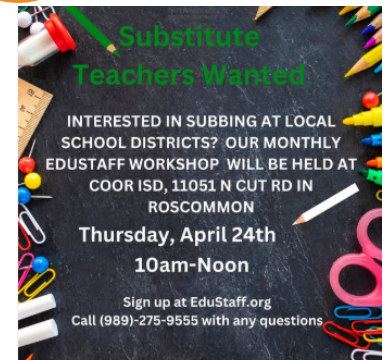


**REACH: 1,617**

April 17  
**TBRI Caregiver Training**  
15 shares - 10 reactions  
25 interactions

3

UP FROM 17,199



**REACH 1,303**

April 18  
**Substitute wanted**  
9 shares - 3 reactions  
13 interactions

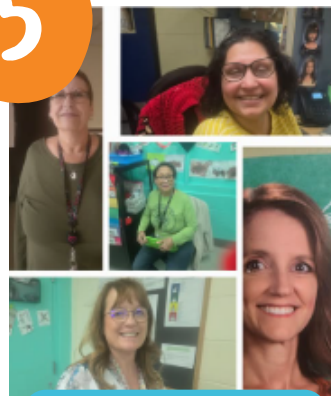
4



**REACH: 1,006**

April 3  
**Sun Bucks**  
14 shares - 6 reactions  
21 interactions

5



**REACH: 929**

April 25  
**Ancillary Staff**  
1 shares - 41 reactions  
45 interactions

6



**REACH: 837**

April 8  
**Ms Pat's Class**  
3 shares - 58 reactions - 67 interactions 308

9. Alternative Educational Academy of Ogemaw  
County:

310

- April 14, 2025 meeting minutes
- May 12, 2025 meeting agenda

***Alternative Educational Academy of Ogemaw County Board Meeting***  
***9:00 a.m.-Michigan Works Service Center in West Branch, MI***  
**Agenda-May 12, 2025**

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”

4. Additions to Agenda
5. Approval of Agenda
6. Approval of Minutes from April 14, 2025
7. Discussion Items:
  - a. General Updates
  - b. Current Enrollment
  - c. Enrollment Process
8. Personnel Action Items
9. Discussion Items with Action:
  - a. 3rd Quarter Account Activity
  - b. Charter contract July 1, 2025-June 30, 2030
10. Future Meeting Date – June 9, 2025
11. Community Input
12. Board comments
13. Adjournment

***Alternative Educational Academy of Ogemaw County Board Meeting***  
***9:00 a.m.-Michigan Works, West Branch, MI***  
***Minutes-April 14, 2025***

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

**9:03 Call to Order by Tina Williams**

**Roll Call**

Board Present: Gail Hughey, Mark Berdan, Trisha Ziegler, Lisa Bolen, Mike Ehinger  
Staff Present: Tina Williams  
Guest Present: Shawn Petri, Robotics Students

Mission and Vision statements read aloud.

**Additions to Agenda:**

none

**Approval of Agenda:**

Motion by Lisa Bolen; Second by Mark Berdan to approve agenda as presented  
Motion passes 5-0

**Approval of Minutes from March 10, 2025:**

Motion by Mark Berdan; Second by Mike Ehinger; to approve the minutes.  
Motion passes 5-0

**Discussion Items:**

- a. General updates:
  - i. The 2024/25 Robotics Team, AEA Alterbots, presented; sharing their experience, what they learned, and demonstrated driving the robot.
  - ii. MAEO Stars students traveled to Lansing for Legislative Day
  - iii. Students are attending Base Camp in Flint sponsored by Tawas Area Elks
  - iv. State assessments being administered; good participation from students so far
- b. Current Enrollment was discussed; WB-RC (52), WP (38), Other (55)/total 145
- c. Enrollment process was discussed; no concerns noted
- d. Tina is reviewing the charter contract with Clark-Hill tomorrow; Revision and approval of is scheduled for May/June.

**Personnel Action Items:**

- a. Motion by Mark Berdan; Second by Gail Hughey to approve the overnight travel requests for Stephanie Davis to attend the CPI Train the Trainer Conference in Grand Rapids July 21-24, 2025.  
Motion passes 5-0
- b. Motion by Mark Berdan; Second by Lisa Bolen to approve the 25/26-27/28 Salary Schedules  
Yeas: Ehinger, Berdan, Hughey, Bolen, Ziegler  
Nays: none  
Motion passes 5-0

**Discussion with Action Items:**

- a. Motion by Lisa Bolen; Second by Trisha Ziegler to approve the 2025/2026 School Calendar with approved waiver from COOR ISD.  
Motion passes: 5-0
- b. Motion by Lisa Bolen; Second by Mike Ehinger to approve a \$5,000.00 Transportation Sponsorship for October 10, 2025 MiCareer Quest.  
Yeas: Ziegler, Bolen, Hughey, Berdan, Ehinger  
Nays: none  
Motion passes 5-0

**Next meeting:** May 12, 2025 9:00 a.m. at Michigan Works

**Community Input**

none

**Board Comments**

Bolen-shared "Why Men Don't go to College", Bridge article.

Adjourned at 9:53 a.m.

*Minutes respectfully submitted by Tina Williams*

10. Superintendent's Report

-Construction Update

-Lyle Spalding Award committee

11. Communications

- CED Science Fair Thursday, May 15th

1:30-3:00

- PFM Financial Advisors sent a thank  
you note.

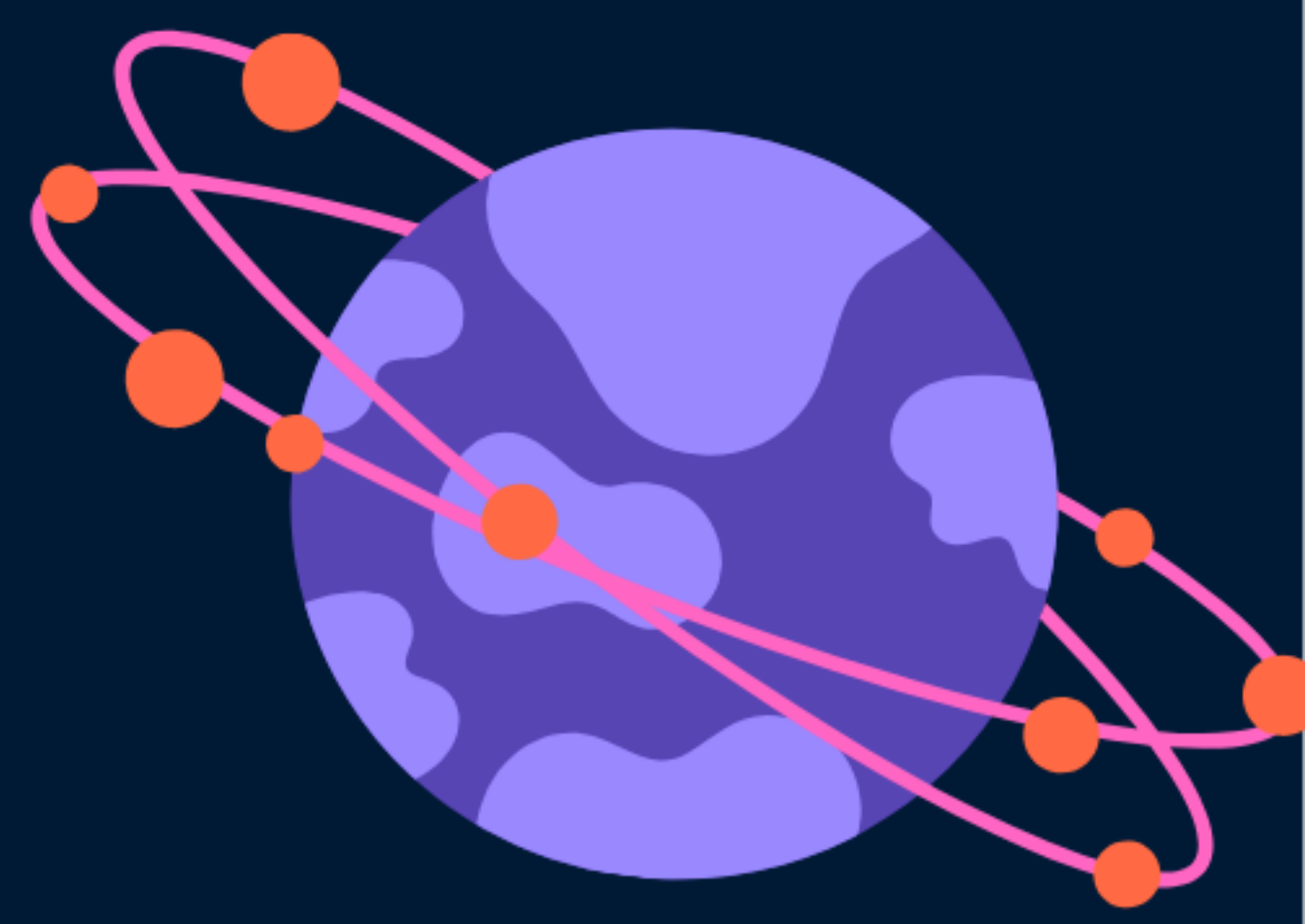
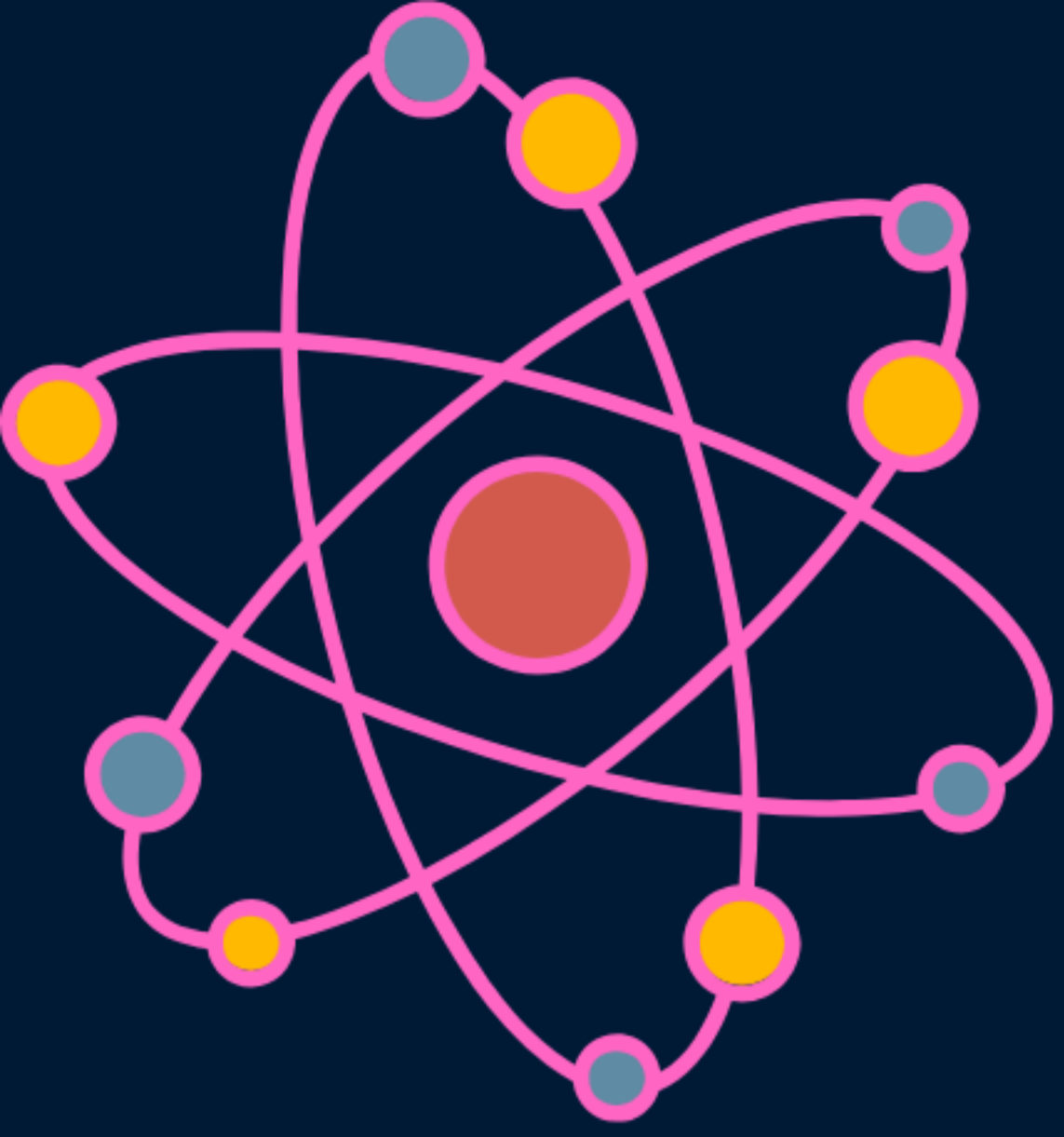
314



Thank you for the opportunity to work with the District on the 2025 School Improvement Bonds issuance. It was a pleasure to work with you and your team. If there is anything we can do for you, or if you have any questions, please call. We look forward to working with you in the future.

314

RS, Vincent, and Lauren



C.O.O.R. Educational Center

# Science

# Fair



Thursday, May 15th @ CRAF Center

Gymnasium

1:30-3:00

Parents/Guardians Welcome



**C.O.O.R.**  
INTERMEDIATE  
SCHOOL DISTRICT



12. **Adjournment**  
**Time:**